

Panaji, 29th September, 2022 (Asvina 7, 1944)

SERIES II No. 26

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 25 dated 22-09-2022 namely, Extraordinary dated 22-09-2022 from pages 2213 to 2218 regarding Orders, Notifications and Corrigendum from Goa State Election Commission.

GOVERNMENT OF GOA

Department of Education, Art and Culture

Directorate of Education

Order

No. 1(22)-2-2021/SE/802

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/15(1)2021/89 dated 13-05-2022, Government is pleased to appoint Dr. Uday Chepo Gaunker to the post of "Deputy Director of Education", Group 'A' Gazetted on temporary basis under the Directorate of Education in Level-12 of Pay Matrix as per VIIth Pay Commission [+04 (four) non compounded increment on initial pay] corresponding to PB-3 Rs. 15,600-39,100/- +Grade Pay Rs. 7,600/- (Part B) under VIth Pay Commission scale [+04 (four) non compounded increment on initial pay] and other allowances as admissible under the rules from time to time on the same terms of appointment as stated in his offer of appointment issued vide Memorandum dated 15-07-2022.

The above appointment to the post of Deputy Director of Education shall be with effect from the date he reports for duty in the office where he is posted.

He shall be on probation for a period of two years from the date of his appointment.

On his above appointment, he is posted as Deputy Director of Education, South Education Zone, Margao, Goa.

He has been declared medically fit for the above appointment by the competent medical authority and nothing adverse is reported against him after verification of character and antecedents by the competent authority.

This issues with the approval of Government vide U.O. No. 3508/F dated 19-09-2022.

By order and in the name of the Governor of Goa.

Shailesh R. S. Zingde, Director & ex officio Jt. Secretary (Education).

Porvorim, 22nd September, 2022.

Goa Forest Development Corporation Ltd.

Order

No. I/GFDC/EST/RIA/2022-23/1191

In supersession to this office Order No. I/GFDC/EST/RIA/2018-19/385 dated 26-6-2018, Shri Upadesh D.S. Kossambe, Manager (Finance & Administration) is hereby designated as Public Information Officer of Goa Forest Development Corporation Limited in addition to his own duties without any remuneration, under Section 5 of the Right to Information Act, 2005 with the following responsibilities:-

- 1) The Public Information Officer shall ensure that he receive and deal with the applications received by this office and provide the requisite information to the applicant or transfer the application to the concerned Authorities if not applicable to this Corporation within the stipulated period of 30 days on the top priority which can be extended upto 40 days where third party interest is involved.
- 2) The Public Information Officer is responsible for the preparation and publication of manuals and updating the records from time to time.

The undersigned shall be the 1st Appellate Authority to entertain the appeal preferred by the applicant within 30 days of the decision of the Public Information Officer.

Santosh Kumar, Managing Director.

Panaji, 20th September, 2022.

◆◆◆
Department of Industries

Order

No. 3/14/2022-IND/222

Government of Goa is pleased to nominate Goa Industrial Development Corporation (Goa-IDC) as "Central Nodal Agency" (CNA) for implementation of 'Trade Infrastructure for Export Scheme (TIES)' in the State of Goa.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Industries).

Porvorim, 22nd September, 2022.

◆◆◆
Department of Labour

Order

No. 28/15/2022-LAB/463

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. New Era Handling Agency, Contractor of M/s Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and it's workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. New Era Handling Agency, Contractor of M/s Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa in refusing to concede the following charter of demands raised by the Goa Trade and Commercial

Workers' Union vide letter dated 1-10-2020 and letter dated 09-05-2022, is legal and justified?

CHARTER OF DEMANDS

SALARIES, ALLOWANCES & SERVICE
CONDITIONS

1. PAY-SCALES:

(i) Workmen demand that the following pay scale ought to be made applicable to the workmen with effect from 01-04-2019.

Grade	Designation	Pay Scale
I	Attendant	4375-175-5250-210- -6300-252-7560-305- -9085-363-10900- -435-13075-525- -15700.

(ii) The Annual Increment will be paid in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades/pay scales will be paid the increment last drawn by them in the applicable scale pay.

2. FLAT RISE:

(a) Effective from 01-04-2019 every worker will be paid a flat increase @ Rs. 3000/- per month in the basic salary. This amount of flat rise of Rs. 3000/- per month should be added to the basic salary of each of the employee on the pay rolls of the establishment as on 31-03-2019 and fitted at in the respective pay-scale applicable to each employee.

(b) Fitment:

The quantum arrived in 2 (a) should be fitted in the appropriate revised salary scale. The residual amount if any, due to this fitment will be considered as Personal Pay.

(c) The Personal Pay shall be considered as basic salary for calculating all the benefits and allowances calculated on the basic salary like House Rent Allowance, Overtime, Bonus, Provident Fund, ESI, Gratuity, etc.

3. SENIORITY INCREMENTS:

Effective from 01-04-2019 each of the employees after fitment in 2 (b) shall be eligible to the following increments on the basis of their seniority in service.

- (a) Those workers with 5 years of service shall be paid one extra increment in the respective pay-scale;
- (b) Those workers with 10 years of service shall be paid two extra increments in the respective pay-scale;

- (c) Those workers with 15 years of service shall be paid three extra increments in the respective pay-scale;
- (d) Those workers with 20 years of service shall be paid four extra increments in the respective pay-scale;
- (e) Those workers with 25 years of service shall be paid five extra increments in the respective pay-scale;
- (f) Those workers with 26 years of service and above shall be paid six extra increments;
- (g) Those workers with 30 years of service and above shall be paid seven extra increments.

4. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-04-2019 each worker should be paid and additional Rs. 1500/- per month in the Fixed Dearness Allowance (FDA).

5. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-04-2019 Variable Dearness Allowance (VDA) will be paid to each employee at the rate of Rs. 3/50 per point increase or decrease over 6034 points of All India Consumable Price Index (AAICPI) (1960=100). All other conditions of payments of VDA shall remain the same.

6. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-4-2019 House Rent Allowance (HRA) will be paid @ 35% of the Basic Salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance instead of 28% currently paid to the employees. Those employees residing in company quarters shall be paid a House Maintenance Allowance @ 15% of the gross salary every month.

7. TRANSPORT ALLOWANCE:

Effective from 01-04-2019 the Transport Allowance shall be revised from Rs. 30/- to Rs. 50/- for each full regular shift worked. This allowance will also be paid for additional shifts worked on Overtime and Holidays.

8. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-04-2019 each workman shall be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per year instead of Rs. 7,400/- per annum.

9. THRIFT FUND:

Effective from 01-04-2019 the employer's contribution to Thrift Fund will be revised from Rs. 200/- to Rs. 500/- per month. The workman will contribute Rs. 500/- per month. The union and the management shall after due study, adopt a saving-cum-Insurance scheme for the purpose of investing this amount and for better accruals to the workers.

10. WASHING ALLOWANCE:

Effective from 01-04-2019 the Washing Allowance will be revised to Rs. 400/- per month.

11. SHIFT ALLOWANCE:

Effective from 01-04-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs. 15/- per full shift.
2nd Shift	14.00 hours to 22.00 hours	Rs. 20/- per full shift.
3rd Shift	22.00 hours to 06.00 hours	Rs. 30/- per full shift.

12. CHILDRENS' EDUCATION ALLOWANCE:

Effective from 01-04-2019 every worker will be paid Children's Education Allowance of Rs. 400/- per month.

13. MEDICAL REIMBURSEMENT:

- (a) Effective from 01-04-2019 the Medical Reimbursement will be revised from Rs. 7,400/- to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving medical reimbursement.
- (b) Those workmen who have come out of ESI in view of the present settlement shall be entitled for reimbursement of Medical Bills, Prescription fees, etc., on actual basis as above from 01-04-2019.
- (c) Sick Leave:
Those workers who meet with accident while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

14. EFFICIENCY PAYMENT SCHEME:

- (a) That the present day/existing Efficiency Payment Scheme (EPS) incentive scheme ought to be revised upwards by 60% with effect from 01-04-2019. A number of issues connected with mode of computation of EPS and other formulae used to determine incentive payable to workers needs to be discussed.
- (b) Efficiency incentive ought to be paid an overtime (O.T.) on holiday's and weekly-off days with effect from 01-04-2019.

15. FACTORY ALLOWANCE:

That with effect from 01-04-2019 each worker shall be paid a Factory Allowance at rate of 5% of the Basic Salary.

16. GRATUITY:

We demand that with effect from 01-04-2019 each worker shall be entitled to the payment of Gratuity

upon Superannuation/Termination/Resignation on the following basis:

- (a) A minimum gratuity on the gross salary at the rate of 30-days wages per completed years of service; and
- (b) Those workmen who succumb to injuries or die "while on duty" within the precincts of the company/factory OR "in the course of employment" shall be paid gratuity at the rate of 40 days wages for every completed year of service.

17. FESTIVAL ADVANCE:

That each worker shall be entitled to a Festival Advance of Rs. 5,000/- per year on five (5) mutually agreed festivals. The advance paid should be deducted in 5 (five) equal monthly installments.

18. LOAN FACILITY:

That the following loans be sanctioned to each worker during the period of operation of the settlement:

(a) Housing Loan:

Rs. 1,50,000/- at an interest rate of 4% to be deducted in 100 equal installments; and

(b) Vehicle Loan:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

19. QUARTERS TO ALL THE WORKMEN:

That the all workmen be provided with Housing Facilities at Zuarinagar; within the Zuari Agro Chemical Limited (ZACL) complex.

20. FOURTY (40 – HOURS WEEK):

That all the workmen ought to be entitled to the facility of 40 hours' week work with effect from 01-04-2019.

21. BONUS-CUM-EX-GRATIA:

That with effect from 01-04-2019 the workers should be paid Bonus-cum-Ex-gratia @ 20% on the Basic Personal Pay, Fixed Dearness Allowance, Special Pay and Variable Dearness Allowance without any ceiling. Bonus should be paid every year 15 days before the festival of Ganesh Chaturthi.

22. SAFETY – INCENTIVE:

That each worker shall be entitled to the Safety Allowance/Incentive each month on the same basis as is disbursed to the Zuari Agro Chemical Limited (ZACL) employees.

23. INSURANCE SCHEME:

That each worker ought to be insured to an extent of five lakhs of rupees.

24. ANNUAL PICNIC:

That the workers and staff should be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 300/- per day, per person.

25. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

That the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

26. LEAVE FACILITIES:

(a) Privilege Leave:

The existing practice 35 days Privilege Leave (PL) per year to be credited on 1st April of the following year in which it is earned and the workers be allowed to accumulate the Privilege Leave from existing 90 days to 100 days.

(b) Casual leave:

The existing 10 days of Casual Leave (CL) per year be given to each worker to be credited to the account of the individual workman on 1st April, every year. If any Casual Leave as on 31st March of every year if remained unutilized, the same be encashed and paid along with the wages for the following month of April.

(c) Sick leave:

The existing 10 days of Sick Leave (SL) per year to be credited at the beginning of April, every year with accumulation of upto 60 days .

(d) Paid Holidays:

Besides the existing 12 days of paid holidays, (National and Festival), 3 days Restricted Holidays be given every year.

27. PAID COMPENSATORY-OFF:

Paid Compensatory-off should be given to the worker should a worker work beyond 16 hours.

(a) Man-Power in maintenance and production section:

The man-power ought to be increased.

(b) Full Incentives should be paid to the Committee Members when they attend meetings with the Management/Union.

28. INTERIM RELIEF:

That pending discussions and settlement of this Charter of Demands, each worker be paid a sum of Rs. 6000/- per month effective from 01-04-2019 which could be set off/adjusted against the final agreement reached between the parties on this Charter of Demands.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 29th August, 2022.

Order

No. 28/14/2022-LAB/466

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Shri Krupa Services Private Limited (Fabrication and Conveyor Belt Section) Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and it's workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Shri Krupa Services Private Limited (Fabrication and Conveyor Belt Section) contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa in refusing to concede the following charter of demands raised by the Goa Trade and Commercial Workers' Union vide letter dated 30-11-2020 and letter dated 09-05-2022, is legal and justified?

CHARTER OF DEMANDS

SALARIES, ALLOWANCES & SERVICE CONDITIONS

1. PAY-SCALES:

- (i) That the following pay-scales ought to be made applicable to the workmen with effect from 01-07-2019.

Grade	Designation	Pay-Scales
I	Helpers	4375-175-5250-210-6300-252-7560-305-9085-363-10900-435-13075-525-15700.

1	2	3
II	Welders, Fitters, Fabricators/Booking Clerks-cum-Supervisors/ /Mechanical Attendants/ /Beltman/Conveyor Belt/ Vulcaniser	5000-200-6000-240-7200-288-8640-345-10365-415-12440-500-14940-600-17940.

(ii) The Annual Increment will be paid in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades/pay scales will be paid the increment last drawn by them in the applicable scale pay.

2. FLAT-RISE:

- (a) Effective from 01-07-2019 every worker will be paid a flat increase @ Rs. 3000/- per month in the basic salary. This amount of flat rise of Rs. 3000/- per month should be added to the basic salary of each of the employee on the pay-rolls of the establishment as on 30-06-2019 and fitted at in the respective pay-scale applicable to each employee.

- (b) Fitment:

The quantum arrived in 2 (a) should be fitted in the appropriate revised salary scale. The residual amount if any, due to this fitment will be considered as Personal Pay.

- (c) The Personal Pay shall be considered as basic salary for calculating all the benefits and allowances calculated on the basic salary like House Rent Allowance, Overtime, Bonus, Provident Fund, ESI, Gratuity, etc.

3. SENIORITY INCREMENTS:

Effective from 01-07-2019 each of the employees after fitment in 2 (b) shall be eligible to the following increments on the basis of their seniority in service.

- (a) Those workers with 5 years of service shall be paid one extra increment in the respective pay-scale;
- (b) Those workers with 10 years of service shall be paid two extra increments in the respective pay-scale;
- (c) Those workers with 15 years of service shall be paid three extra increments in the respective pay-scale;
- (d) Those workers with 20 years of service shall be paid four extra increments in the respective pay-scale;
- (e) Those workers with 25 years of service shall be paid five extra increments in the respective pay-scale;
- (f) Those workers with 26 years of service and above shall be paid six extra increments;

- (g) Those workers with 30 years of service and above shall be paid seven extra increments.

4. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-07-2019 each worker should be paid and additional Rs. 1500/- per month in the Fixed Dearness Allowance (FDA).

5. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-07-2019 Variable Dearness Allowance (VDA) will be paid to each employee at the rate of Rs. 3/50 per point increase or decrease over 6034 points of All India Consumable Price Index (AAICPI) (1960=100). All other conditions of payments of VDA shall remain the same.

6. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-7-2019 House Rent Allowance (HRA) will be paid @ 35% of the Basic Salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance instead of 28% currently paid to the employees. Those employees residing in company quarters shall be paid a House Maintenance Allowance @ 15% of the gross salary every month.

7. TRANSPORT ALLOWANCE:

Effective from 01-07-2019 the Transport Allowance shall be revised from Rs. 30/- to Rs. 50/- for each full regular shift worked. This allowance will also be paid for additional shifts worked on Overtime and Holidays.

8. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-07-2019 each workman shall be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per year instead of Rs. 7,400/- per annum.

9. THRIFT FUND:

Effective from 01-07-2019 the employer's contribution to Thrift Fund will be revised from Rs. 200/- to Rs. 500/- per month. The workman will contribute Rs. 500/- per month. The union and the management shall after due study, adopt a saving-cum-Insurance scheme for the purpose of investing this amount and for better accruals to the workers.

10. WASHING ALLOWANCE:

Effective from 01-07-2019 the Washing Allowance will be revised to Rs. 400/- per month.

11. SHIFT ALLOWANCE:

Effective from 01-07-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs. 15/- per full shift.
2nd Shift	14.00 hours to 22.00 hours	Rs. 20/- per full shift.

3rd Shift	22.00 hours to 06.00 hours	Rs. 30/- per full shift.
-----------	----------------------------	--------------------------

12. CHILDRENS' EDUCATION ALLOWANCE:

Effective from 01-07-2019 every worker will be paid Children's Education Allowance of Rs. 400/- per month.

13. MEDICAL REIMBURSEMENT:

- (a) Effective from 01-07-2019 the Medical Reimbursement will be revised from Rs. 7,400/- to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving medical reimbursement.

- (b) Those workmen who have come out of ESI in view of the present settlement shall be entitled for reimbursement of Medical Bills, Prescription fees, etc., on actual basis as above from 01-07-2019.

- (c) SICKLEAVE:

Those workers who meet with accident while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

14. EFFICIENCY PAYMENT SCHEME:

- (a) That the present-day/existing Efficiency Payment Scheme (EPS) incentive scheme ought to be revised upwards by 60% with effect from 01-07-2019. A number of issues connected with mode of computation of EPS and other formulae used to determine incentive payable to workers needs to be discussed.

- (b) Efficiency incentive ought to be paid an overtime (O.T.) on holiday's and weekly-off days with effect from 01-07-2019.

15. FACTORY ALLOWANCE:

That with effect from 01-07-2019 each worker shall be paid a Factory Allowance at rate of 5% of the Basic Salary.

16. GRATUITY:

That with effect from 01-07-2019 each worker shall be entitled to the payment of Gratuity upon Superannuation/Termination/Resignation on the following basis:

- (a) A minimum gratuity on the gross salary at the rate of 30-days wages per completed years of service; and
- (b) Those workmen who succumb to injuries or die "while on duty" within the precincts of the company/factory OR "in the course of employment" shall be paid gratuity at the rate of 40 days wages for every completed year of service.

17. FESTIVAL ADVANCE:

That each worker shall be entitled to a Festival Advance of Rs. 5,000/- per year on five (5) mutually agreed festivals. The advance paid should be deducted in 5 (five) equal monthly installments.

18. LOAN FACILITY:

That the following loans be sanctioned to each worker during the period of operation of the settlement:

(a) Housing Loan:

Rs. 1,50,000/- at an interest rate of 4% to be deducted in 100 equal installments; and

(b) Vehicle Loan:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

19. QUARTERS TO ALL THE WORKMEN:

That the all workmen be provided with Housing Facilities at Zuarinagar; within the Zuari Agro Chemical Limited (ZACL) complex.

20. FOURTY (40-HOURS WEEK):

That all the workmen ought to be entitled to the facility of 40 hours' week work with effect from 01-07-2019.

21. BONUS-CUM-EX-GRATIA:

That with effect from 01-07-2019 the workers should be paid Bonus-cum-Ex-gratia @ 20% on the Basic Personal Pay, Fixed Dearness Allowance, Special Pay and Variable Dearness Allowance without any ceiling. Bonus should be paid every year 15 days before the festival of Ganesh Chaturthi.

22. SAFETY- INCENTIVE:

That each worker shall be entitled to the Safety Allowance/Incentive each month on the same basis as is disbursed to the Zuari Agro Chemical Limited (ZACL) employees.

23. INSURANCE SCHEME:

That each worker ought to be insured to an extent of five lakhs of rupees.

24. ANNUAL PICNIC:

That the workers and staff should be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 300/- per day, per person.

25. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

That the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

26. LEAVE FACILITIES:**(a) Privilege Leave:**

The existing practice 35 days Privilege Leave (PL) per year to be credited on 1st April of the following year in which it is earned and the workers be allowed to accumulate the Privilege Leave from existing 90 days to 100 days .

(b) Casual leave:

The existing 10 days of Casual Leave (CL) per year be given to each worker to be credited to the account of the individual workman on 1st April, every year. If any Casual Leave as on 31st March of every year if remained unutilized, the same be encashed and paid along with the wages for the following month of April.

(c) Sick leave:

The existing 10 days of Sick Leave (SL) per year to be credited at the beginning of April, every year with accumulation of upto 60 days.

(d) Paid Holidays:

Besides the existing 12 days of paid Holidays, (National and Festival), 3 days Restricted Holidays be given every year.

27. PAID COMPENSATORY-OFF:

Paid Compensatory-off should be given to the worker should a worker work beyond 16 hours.

(a) Man-Power to be increased:

The man-power ought to be increased.

(b) Full Incentives should be paid to the Committee Members when they attend meetings with the Management/Union.**28. INTERIM RELIEF:**

That pending discussions and settlement of this Charter of Demands, each worker be paid a sum of Rs. 6000/- per month effective from 01-07-2019 which could be set off/adjusted against the final agreement reached between the parties on this Charter of Demands.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 29th August, 2022.

Order

No. 28/22/2022-LAB/498

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sai Point Cars Private Limited, H. No. 17, Ward No. 5, Margao-Ponda Highway, Sonfator, Camurlim, Salcete, Goa and it's workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto, (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication. Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Sai Point Cars Private Limited. H. No. 17, Ward No. 5, Margao-Ponda Highway, Sonfator, Carnurlim, Salcete, Goa in not conceding the following charter of demands raised by the Gomantak Mazdoo Sangh, is legal and justified?

CHARTER OF DEMANDS**Demand No. 1: Pay scales:**

Grades:

Grade I:	5000-150-5750-175-6620-200-7625-225-8750-250-10000-275-11375-300-12875.
Grade II:	5500-185-6425-210-7475-235-8650-260-9950-285-11375-310-12925-335-14600.
Grade III:	6000-225-7125-250-8375-275-9750-300-11250-325-12875-350-14625-375-16500.
Grade IV:	6500-275-7875-300-9375-325-11000-350-12750-375-14625-400-16625-425-1875.

Demand No. 2: Flat Rise:

Union demands that all the workmen shall be given the flat rise of Rs. 5000/- the said amounts shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increments:

Union demands that the workmen should be

given seniority increments as mentioned below:

Service up to 3 years	: One Increment.
Service from 3 years to 6 years	: Two Increments
Service from 6 years to 9 years	: Three Increments.
Service above 9 years	: Four Increments.
Six Increments	

Demand No. 4: Variable Dearness Allowance (VDA):

Union demands that the VDA shall be paid at the revised rate of Rs. 3/- per point rise above 5500 points (1960=100) the computation of VDA shall be made quarterly based on Average Consumer Price Index of Preceding Quarter.

Demand No. 5: Fixed Dearness Allowance (FDA):

Union demands that all the existing FDA shall be revised by adding Rs. 2500/- to the existing FDA.

Demand No. 6: House Rent Allowance (HRA):

Union demands that HRA should be paid at the revised rate of 30% of basic, and dearness allowance, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 7: Children Education Allowance:

The Union demands that the Children Education Allowance shall be paid at the rate of Rs. 2500/- per month to meet the heavy cost of education.

Demand No. 8: Conveyance Allowance:

Union demands that the Conveyance Allowance shall be revised by adding Rs. 1500/- to the existing Conveyance Allowance.

Demand No. 9: Paid Holidays:

Union demands that all the workmen shall be granted paid holiday at rate 15 days per year. Union further demands that the festival holidays that fall on weekly off day shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

Demand No. 10: Leave:

Union demands that all the workers should be given leave on following basis.

(A) Earned Leave (E.L): Union demands that all the workmen should be given earned leave at the rate 30 days E.L. per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.

(B) Casual Leave: Union demands that all the workmen should be given casual leave at the rate 15 days per year with encashment facility.

(C) Sick Leave: Union demands that all the workmen should be given Sick Leave at the rate of 24 days per year with an accumulation of 78 days.

Demand No. 11: Leave Travel Assistance (LTA):

Union demands that LTA should be paid at the rate of Rs. 6000/- per annum with minimum of four earned days leave. The amount shall be paid one week before the commencement of leave.

Demand No. 12: Festival Advance:

Union demands that all the workmen shall be granted festival advance once in a year at the time of festival of one month salary each to meet the additional expenses incurred by him for such festival and the same shall be recovered in 10 equal installments.

Demand No. 13: Bonus/Ex-Gratia:

Union demands that all the 'Workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages every year, before Ganesh Festival.

Demand No. 14: Accident Leave:

Union demands that whenever workmen met with an accident while on duty his/her period of such absence shall be granted special full pay leave.

Demand No. 15: Supply of uniform:

Union demands that all the workmen shall be provided two sets of stitched uniform every year in the month of January.

Demand No. 16: Washing Allowance:

Union demands that all the workmen shall be paid Rs. 500/- per month towards washing allowance to wash the uniform.

(2) If answer to issue No. (1) above is in negative then to what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 20th September, 2022.

Order

No. 28/20/2022-Lab/501

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Raju Electricals (Electrical Works and Maintenance), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and it's workmen, represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section

10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Raju Electricals (Electrical works and maintenance), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa in refusing to concede the following charter of demands raised by the Goa Trade and Commercial Workers' Union, is legal and justified?

CHARTER OF DEMANDS**Salaries, Allowances and Service Conditions****1. PAY-SCALES:**

(i) That the following payscale ought to be made applicable to the workmen with effect from 01-07-2019.

Grade	Designation	Pay-Scale
I.	Asst. Electrician	4375-175-5250-210-6300-252-7560-305-9085-363-10900-435-13075-525-15700.
II.	Electrician	5000-200-6000-240-7200-288-8640-345-10365-415-12440-500-14940-600-17940.

(ii) The Annual Increment will be paid in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades/pay scales will be paid the increment last drawn by them in the applicable scale pay.

2. FLAT-RISE:

(a) Effective from 01-07-2019 every worker will be paid a flat increase @ Rs. 3000/- per month in the basic salary. This amount of flat rise of Rs. 3000/- per month should be added to the basic salary of each of the employee on the pay-rolls of the establishment as on 30-06-2019 and fitted at in the respective pay-scale applicable to each employee.

(b) Fitment:

The quantum arrived in 2 (a) should be fitted in the appropriate revised salary scale. The residual amount if any, due to this fitment will be considered as Personal Pay.

- (c) The Personal Pay shall be considered as basic salary for calculating all the benefits and allowances calculated on the basic salary like House Rent Allowance, Overtime, Bonus, Provident Fund, ESI, Gratuity, etc.

3. SENIORITY INCREMENTS:

Effective from 01-07-2019 each of the employees after fitment in 2 (b) shall be eligible to the following increments on the basis of their seniority in service.

- (a) Those workers with 5 years of service shall be paid one extra increment in the respective pay-scale;
- (b) Those workers with 10 years of service shall be paid two extra increments in the respective pay-scale;
- (c) Those workers with 15 years of service shall be paid three extra increments in the respective pay-scale;
- (d) Those workers with 20 years of service shall be paid four extra increments in the respective pay-scale;
- (e) Those workers with 25 years of service shall be paid five extra increments in the respective pay-scale;
- (f) Those workers with 26 years of service and above shall be paid six extra increments;
- (g) Those workers with 30 years of service and above shall be paid seven extra increments.

4. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-07-2019 each worker should be paid an additional Rs. 1500/- per month in the Fixed Dearness Allowance (FDA).

5. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-07-2019 Variable Dearness Allowance (VDA) will be paid to each employee at the rate of Rs. 3/50 per point increase or decrease over 6034 points of All India Consumable Price Index (AAICPI) (1960=100). All other conditions of payments of VDA shall remain the same.

6. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-07-2019 House Rent Allowance (HRA) will be paid @ 35% of the Basic Salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance instead of 28% currently paid to the employees. Those employees residing in company quarters shall be paid a House Maintenance Allowance @ 15% of the gross salary every month.

7. TRANSPORT ALLOWANCE:

Effective from 01-07-2019 the Transport Allowance shall be revised from Rs. 30/- to Rs. 50/- for

each full regular shift worked. This allowance will also be paid for additional shifts worked on Overtime and Holidays.

8. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-07-2019 each workman shall be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per year instead of Rs. 7,400/- per annum.

9. THRIFT FUND:

Effective from 01-07-2019 the employer's contribution to Thrift Fund will be revised from Rs. 200/- to Rs. 500/- per month. The workman will contribute Rs. 500/- per month. The union and the management shall after due study, adopt a saving-cum-Insurance scheme for the purpose of investing this amount and for better accruals to the workers.

10. WASHING ALLOWANCE:

Effective from 01-07-2019 the Washing Allowance will be revised to Rs. 400/- per month.

11. SHIFT ALLOWANCE:

Effective from 01-04-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs. 15/- per full shift.
2nd Shift	14.00 hours to 22.00 hours	Rs. 20/- per full shift.
3rd Shift	22.00 hours to 06.00 hours	Rs. 30/- per full shift.

12. CHILDRENS' EDUCATION ALLOWANCE:

Effective from 01-07-2019 every worker will be paid Children's Education Allowance of Rs. 400/- per month.

13. MEDICAL REIMBURSEMENT:

- (a) Effective from 01-07-2019 the Medical Reimbursement will be revised from Rs. 7,400/- to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving Medical reimbursement.
- (b) Those workmen who have come out of ESI in view of the present settlement shall be entitled for reimbursement of Medical Bills, Prescription fees, etc., on actual basis as above from 01-07-2019.
- (c) Sick Leave:
Those workers who meet with accident while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

14. EFFICIENCY PAYMENT SCHEME:

- (a) That the present-day/existing Efficiency Payment Scheme (EPS)/incentive scheme ought

to be revised upwards by 60% with effect from 01-07-2019. A number of issues connected with mode of computation of EPS and other formulae used to determine incentive payable to workers needs to be discussed.

- (b) Efficiency incentive ought to be paid an overtime (O.T.) on holiday's and weekly-off days with effect from 01-07-2019.

15. FACTORY ALLOWANCE:

That with effect from 01-07-2019 each worker shall be paid a Factory Allowance at the rate of 5% of the Basic Salary.

16. GRATUITY:

That with effect from 01-07-2019 each worker shall be entitled to the payment of Gratuity upon Superannuation/Termination/Resignation on the following basis:

- (a) A minimum gratuity on the gross salary at the rate of 30-days wages per completed years of service; and
- (b) Those workmen who succumb to injuries or die "while on duty" within the precincts of the company/factory OR "in the course of employment" shall be paid gratuity at the rate of 40 days wages for every completed year of service.

17. FESTIVAL ADVANCE:

That each worker shall be entitled to a Festival Advance of Rs. 5,000/- per year on five (5) mutually agreed festivals. The advance paid should be deducted in 5 (five) equal monthly installments.

18. LOAN FACILITY:

That the following Loans be sanctioned to each worker during the period of operation of the settlement:

- (a) Housing Loan:

Rs. 1,50,000/- at an interest-rate of 4% to be deducted in 100 equal installments; and

- (b) Vehicle Loan:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

19. QUARTERS TO ALL THE WORKMEN:

That all the workmen be provided with Housing Facilities at Zuarinagar; within the Zuari Agro Chemical Limited (ZACL) complex.

20. FOURTY (40 – HOURS WEEK):

That all the workmen ought to be entitled to the facility of 40 hours' week work with effect from 01-07-2019.

21. BONUS-CUM-EX-GRATIA:

That with effect from 01-07-2019 the workers should be paid Bonus-cum-Ex-gratia @ 20% on the Basic Personal Pay, Fixed Dearness Allowance, Special Pay and Variable Dearness Allowance without any ceiling. Bonus should be paid every year 15 days before the festival of Ganesh Chaturthi.

22. SAFETY-INCENTIVE:

That each worker shall be entitled to the Safety Allowance/Incentive each month on the same basis as is disbursed to the Zuari Agro Chemical Limited (ZACL) employees.

23. INSURANCE SCHEME:

That each worker ought to be insured to an extent of five lakhs of rupees.

24. ANNUAL PICNIC:

That the workers and staff should be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 300/- per day, per person.

25. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

That the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

26. LEAVE FACILITIES:

- (a) Privilege Leave:

The existing practice 35 days Privilege Leave (PL) per year to be credited on 1st April of the following year in which it is earned and the workers be allowed to accumulate the Privilege Leave from existing 90 days to 100 days.

- (b) Casual leave:

The existing 10 days of Casual Leave (CL) per year be given to each worker to be credited to the account of the individual workman on 1st April, every year. If any Casual Leave as on 31st March of every year if remained unutilized, the same be encashed and paid along with the wages for the following month of April.

- (c) Sick leave:

The existing 10 days of Sick Leave (SL) per year to be credited at the beginning of April, every year with accumulation of upto 60 days.

- (d) Paid Holidays:

Besides the existing 12 days of paid Holidays, (National and Festival), 3 days Restricted Holidays be given every year.

27. PAID COMPENSATORY-OFF:

Paid Compensatory-off should be given to the worker should a worker work beyond 16 hours.

(a) **Man-Power to be increased:**

The man-power ought to be increased.

(b) **Full Incentives should be paid to the Committee Members when they attend meetings with the Management/Union.****28. INTERIM RELIEF:**

That pending discussions and settlement of this Charter of Demands, each worker be paid a sum of Rs. 6000/- per month effective from 01-07-2019 which could be set off/adjusted against the final agreement reached between the parties on this Charter of Demands.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 21st September, 2022.

Order

No. 28/25/2022-Lab/502

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Vinaya Enterprises, Plot No. 36/37, Cuncolim Industrial Estate, Cuncolim, Goa and it's workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Vinaya Enterprises, Plot No. 36/37, Cuncolim, Industrial Estate, Cuncolim, Goa, in refusing employment to the following workmen with effect from 26-06-2017, is legal and justified?

1. Shri Kamlakant Velip.
2. Shri Ratnakar Velip.

3. Shri Mahesh Gaonkar.

4. Shri Babu Velip.

5. Shri Suresh Velip.

6. Shri Vasant Velip.

7. Shri Vishnu Gaonkar.

8. Shri Gokuldas P. Velip.

9. Shri Umesh Velip.

10. Shri Prashant Gaonkar.

11. Shri Milagres Carvalho.

12. Shri Shashikant Velip.

13. Shri Ajit Velip.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 21st September, 2022.

Order

No. 28/21/2022-LAB/505

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. S. Nicholas (Plumbing and other works), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa and their workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. S. Nicholas (Plumbing and other works), Contractor of M/s. Zuari Agro Chemicals Limited, Zuarinagar, Sancoale, Goa in refusing to concede the following charter of demands raised by the Goa Trade and Commercial Workers' Union is legal and justified?

CHARTER OF DEMANDS**SALALRIES, ALLOWANCES & SERVICE –
CONDITIONS****1. PAY-SCALES:**

(i) That the following pay-scales ought to be made applicable to the workmen with effect from 01-07-2019.

Grade	Designation	Pay -Scale
I	Plumber-I	4375-175-5250-210- -6300-252-7560-305- -9085-363-10900- -435-13075-525- -15700.
II	Plumber-II	5000-200-6000-240- -7200-288-8640-345- -10365-415-12440- -500-14940-600- -17940.

(ii) The Annual Increment will be paid in the month of April, every year. Employees reaching the ceiling of the scale in the respective grades/pay scales will be paid the increment last drawn by them in the applicable scale pay.

2. FLAT-RISE:

- (a) Effective from 01-07-2019 every worker will be paid a flat increase @ Rs. 3000/- per month in the basic salary. This amount of flat rise of Rs. 3000/- per month should be added to the basic salary of each of the employee on the pay-rolls of the establishment as on 30-06-2019 and fitted at in the respective pay-scale applicable to each employee.

- (b) Fitment:

The quantum arrived in 2 (a) should be fitted in the appropriate revised salary scale. The residual amount if any, due to this fitment will be considered as Personal Pay.

- (c) The Personal Pay shall be considered as basic salary for calculating all the benefits and allowances calculated on the basic salary like House Rent Allowance, Overtime, Bonus, Provident Fund, ESI, Gratuity, etc.

3. SENIORITY INCREMENTS:

Effective from 01-07-2019 each of the employees after fitment in 2 (b) shall be eligible to the following increments on the basis of their seniority in service.

- (a) Those workers with 5 years of service shall be paid one extra increment in the respective pay-scale;
- (b) Those workers with 10 years of service shall be paid two extra increments in the respective pay-scale;
- (c) Those workers with 15 years of service shall be paid three extra increments in the respective pay-scale;
- (d) Those workers with 20 years of service shall be paid four extra increments in the respective pay-scale;

- (e) Those workers with 25 years of service shall be paid five extra increments in the respective pay-scale;

- (f) Those workers with 26 years of service and above shall be paid six extra increments;

- (g) Those workers with 30 years of service and above shall be paid seven extra increments.

4. FIXED DEARNESS ALLOWANCE (FDA):

Effective from 01-07-2019 each worker should be paid and additional Rs. 1500/- per month in the Fixed Dearness Allowance (FDA).

5. VARIABLE DEARNESS ALLOWANCE (VDA):

Effective from 01-07-2019 Variable Dearness Allowance (VDA) will be paid to each employee at the rate of Rs. 3/50 per point increase or decrease over 6034 points of All India Consumable Price Index (AAICPI) (1960=100). All other conditions of payments of VDA shall remain the same.

6. HOUSE RENT ALLOWANCE (HRA):

Effective from 01-07-2019 House Rent Allowance (HRA) will be paid @ 35% of the Basic Salary, Personal Pay, Service Pay, Fixed Dearness Allowance and Variable Dearness Allowance instead of 28% currently paid to the employees. Those employees residing in company quarters shall be paid a House Maintenance Allowance @ 15% of the gross salary every month.

7. TRANSPORT ALLOWANCE:

Effective from 01-07-2019 the Transport Allowance shall be revised from Rs. 30/- to Rs. 50/- for each full regular shift worked. This allowance will also be paid for additional shifts worked on Overtime and Holidays.

8. LEAVE TRAVEL ASSISTANCE (LTA):

Effective from 01-07-2019 each workman shall be paid Leave Travel Assistance (LTA) @ Rs. 15,000/- per year instead of Rs. 7,400/- per annum.

9. THRIFT FUND:

Effective from 01-07-2019 the employer's contribution to Thrift Fund will be revised from Rs. 200/- to Rs. 500/- per month. The workman will contribute Rs. 500/- per month. The union and the management shall after due study, adopt a saving-cum-Insurance scheme for the purpose of investing this amount and for better accruals to the workers.

10. WASHING ALLOWANCE:

Effective from 01-07-2019 the Washing Allowance will be revised to Rs. 400/- per month.

11. SHIFT ALLOWANCE:

Effective from 01-07-2019 the workman working on shifts will be paid Shift Allowance at the following rates.

1st Shift	06.00 hours to 14.00 hours	Rs. 15/- per full shift.
2nd Shift	14.00 hours to 22.00 hours	Rs. 20/- per full shift.
3rd Shift	22.00 hours to 06.00 hours	Rs. 30/- per full shift.

12. CHILDRENS' EDUCATION ALLOWANCE:

Effective from 01-07-2019 every worker will be paid Children's Education Allowance of Rs. 400/- per month.

13. MEDICAL REIMBURSEMENT:

(a) Effective from 01-07-2019 the Medical Reimbursement will be revised from Rs. 7,400/- to Rs. 15,000/- per annum for those workmen who were not covered under ESI and were receiving Medical Reimbursement.

(b) Those workmen who have come out of ESI in view of the present settlement shall be entitled for reimbursement of Medical Bills, Prescription fees, etc., on actual basis as above from 01-07-2019.

(c) Sick Leave:

Those workers who meet with accident while on duty shall be eligible to "Special Paid Leave" until recovery/recuperation.

14. EFFICIENCY PAYMENT SCHEME:

(a) That the present-day/existing Efficiency Payment Scheme (EPS)/incentive scheme ought to be revised upwards by 60% with effect from 01-07-2019. A number of issues connected with mode of computation of EPS and other formulae used to determine incentive payable to workers needs to be discussed.

(b) Efficiency incentive ought to be paid an overtime (O.T.) on holiday's and weekly-off days with effect from 01-07-2019.

15. FACTORY ALLOWANCE:

That with effect from 01-07-2019 each worker shall be paid a Factory Allowance at rate of 5% of the Basic Salary.

16. GRATUITY:

That with effect from 01-07-2019 each worker shall be entitled to the payment of Gratuity upon Superannuation/Termination/Resignation on the following basis:

(a) A minimum gratuity on the gross salary at the rate of 30-days wages per completed years of service; and

(b) Those workmen who succumb to injuries or die "while on duty" within the precincts of

the company/factory or "in the course of employment" shall be paid gratuity at the rate of 40 days wages for every completed year of service.

17. FESTIVAL ADVANCE:

That each worker shall be entitled to a Festival Advance of Rs. 5,000/- per year on five (5) mutually agreed festivals. The advance paid should be deducted in 5 (five) equal monthly installments.

18. LOAN FACILITY:

That the following Loans be sanctioned to each worker during the period of operation of the settlement:

(a) Housing Loan:

Rs. 1,50,000/- at an interest-rate of 4% to be deducted in 100 equal installments; and

(b) Vehicle Loan:

Rs. 50,000/- at an interest rate of 4% to be deducted in 50 equal installments.

19. QUARTERS TO ALL THE WORKMEN:

That the all workmen be provided with Housing Facilities at Zuarinagar; within the Zuari Agro Chemical Limited (ZACL) complex.

20. FOURTY (40 – HOURS WEEK):

That all the workmen ought to be entitled to the facility of 40 hours' week work with effect from 01-07-2019.

21. BONUS CUM EX-GRATIA:

That with effect from 01-07-2019 the workers should be paid Bonus cum Ex- gratia @20% on the Basic Personal Pay, Fixed Dearness Allowance, Special Pay and Variable Dearness Allowance without any ceiling. Bonus should be paid every year 15 days before the festival of Ganesh Chaturthi.

22. SAFETY – INCENTIVE:

That each worker shall be entitled to the Safety Allowance/Incentive each month on the same basis as is disbursed to the Zuari Agro Chemical Limited (ZACL) employees.

23. INSURANCE SCHEME:

That each worker ought to be insured to an extent of five lakhs of rupees.

24. ANNUAL PICNIC:

That the workers and staff should be sent out on a Picnic once a year with fully paid Transport Facilities with two days paid leave and an additional sum of Rs. 300/- per day, per person.

25. TRANSPORT TO BE PROVIDED TO WORKMEN AFTER 20.00 HOURS:

That the workmen who are required to report-off for duty at 20.00 hours should be provided with transport facilities to reach their homes.

26. LEAVE FACILITIES:**(a) Privilege Leave:**

The existing practice 35 days Privilege Leave (PL) per year to be credited on 1st April of the following year in which it is earned and the workers be allowed to accumulate the Privilege Leave from existing 90 days to 100 days.

(b) Casual leave:

The existing 10 days of Casual Leave (CL) per year be given to each worker to be credited to the account of the individual workman on 1st April, every year. If any Casual Leave as on 31st March of every year if remained unutilized, the same be encashed and paid along with the wages for the following month of April.

(c) Sick leave:

The existing 10 days of Sick Leave (SL) per year to be credited at the beginning of April, every year with accumulation of upto 60 days .

(d) Paid Holidays:

Besides the existing 12 days of Paid Holidays, (National and Festival), 3 days Restricted Holidays be given every year.

27. PAID COMPENSATORY-OFF:

Paid Compensatory-off should be given to the worker should a worker work beyond 16 hours.

(a) Man-Power to be increased :

The man-power ought to be increased.

(b) Full Incentives should be Paid to the Committee Members when they attend meetings with the Management/Union.**28. INTERIM RELIEF:**

That pending discussions and settlement of this Charter of Demands, each worker be paid a sum of Rs. 6000/- per month effective from 01-07-2019 which could be set off/adjusted against the final agreement reached between the parties on this Charter of Demands.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 21st September, 2022.

Order

No. 24/15/2013-Lab-ESI/509

Ref.: Government Order No. 24/15/2013-Lab-ESI/ /656 dated 24-09-2013.

Government is pleased to re-constitute the Hospital Development Committee comprising of the following members for improving the overall functioning of the E.S.I. Hospital and its attached dispensaries:

- | | | |
|----------------------------------|--------|--|
| 1. Dr. Vishwajit V. Faldesai, | — | Chairman.
Sr. Ortho. Surgeon of E.S.I.
Hospital |
| 2. Dr. Sangam Nadkarni, | — | Convener.
Insurance Medical Officer |
| 3. Shri Loyola Rodrigues, | — (i) | Employer's
President, Margao Industrial
Estate Small Scale Industries
Association Representative. |
| 4. Shri Gaurish Dhond, | — (ii) | Employer's
President of Goa Hotel
and Restaurant Association Representative. |
| 5. Shri Prasanna Utagi, | — (i) | Employee's
President, AITUC, Goa
State Committee Representative. |
| 6. Shri Ankush Bagkar, | — (ii) | Employee's
General Secretary,
Goa Raj Mahasangh,
G-5, Machado Appts.,
Ponda Representative. |
| 7. Office Superintendent | — | Staff
Representative. |
| 8. Deputy Labour
Commissioner | — | Representative
of State
Labour
Department. |
| 9. Mr. Pradip de Costa, | — | Local Member
Executive Committee
Member, Goa State
Industries Association
Board. |
| 10. Manager, Branch Office | — | ESI.
Corporation. |

The Committee shall meet once in every two months.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 23rd September, 2022.

Notification

No. 28/02/2022-LAB/Part-V/438

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-07-2022 in Ref. No. IT/62/1999 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th August, 2022.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

**(Before Ms. Bela N. Naik, Honble Presiding
Officer)**

Ref. No. IT/62/1999

Workmen,
Rep. by Zuari Agro Chemicals Ltd.,
Worker's Union,
Zuarinagar,
Sancoale-Goa ... Workmen/Party I.

V/s

M/s. Zuari Industries Limited,
Jaikissan Bhawan,
Zuarinagar,
Sancoale-Goa ... Employer/Party II.
Workmen/Party-I represented by Ld. Representative
Shri R. G. Furtado.

Employer/Party-II represented by Adv. Shri G. K.
Sardessai along with Adv. Ms. N. Gaonkar.

AWARD

**(Delivered on this the 29th day of the month
of July of the year 2022)**

By Order dated 15-06-1999, bearing No. IRM/CON/SG/(26)/99/2969, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short 'The Act'), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the following demands raised by the Zuari Agro Chemicals Limited Workers Union, vide their letter dated 20-01-1999 before the Management of M/s Zuari Industries Limited, Zuarinagar, are justified?"

DEMANDS**(01) APPLICABILITY:**

This Charter of Demands pertains to employees who are members of the Zuari Agro Chemicals Limited Workers Union only.

(02) WORKING HOURS:

Administration Building, Liaison Office at Panjim should observe following timings with a lunch break of one hour from 13.00 to 14.00 hrs :

9.00 hrs. to 17.00 hrs.

(03) WORKING DAYS:

Liaison Office presently observes 5 & 1/2 days week should be allowed to observe 5 day week.

(04) FACILITIES TO UNION EXECUTIVES FOR CARRYING OUT UNION DUTIES :

The President, General Secretary, Vice Presidents, Treasurer and Secretary should be allowed to avail special leave to carry out Union functions. Besides this, the present facilities provided should continue unaltered. The Union should be provided with furnished office and a computer.

(05) REVISION IN TERMS OF SERVICE PAY SCALES/GRADES :

Effective 01-01-1999, the salary grades and corresponding scales should be as under:

Grade	Scale
G - 1	Rs. 2000 - 90 - 4700
G - 2	Rs. 2150 - 120 - 5750
G - 3	Rs. 2300 - 140 - 6500
G - 4	Rs. 2450 - 160 - 7250
G - 5	Rs. 2575 - 175 - 7825
G - 6	Rs. 2700 - 200 - 8700
G - 7	Rs. 2970 - 220 - 9570
G - 8	Rs. 3495 - 290 - 12195
G - 9	Rs. 4000 - 300 - 12700

(06) SPECIAL SALARY ADJUSTMENT:

All members on roll as on 01-01-1999 should be give a special salary adjustment of 25% of last Basic Salary and Personal Pay drawn.

(07) SERVICE WEIGHTAGE:

All members should be paid a service pay @ Rs. 40/- for every completed year of service effective from 01-01-1999.

(08) VARIABLE DEARNESS ALLOWANCE:

Effective from 01-01-1999, Variable Dearness Allowance should be computed and paid as follows:

For every point rise in AICOA (1960 = 100) over 1200 points a payment of an amount in rupees equivalent to:

- a. 0.0010 per rupee for the first Rs. 2500 or part thereof of basic salary plus PP (if any).
- b. 0.0005 per rupee for the next Rs. 1000 or part thereof of basic salary plus PP (if any).
- c. 0.0006 per rupee for the next Rs. 1000 or part thereof of basic salary plus PP (if any).
- d. 0.0007 per rupee for the next Rs. 1000 or part thereof of basic salary plus PP (if any).
- e. 0.0008 per rupee for the next Rs. 1000 or part thereof of basic salary plus PP (if any).
- f. 0.0009 for the next Rs. 1000 or part thereof of basic salary plus PP (if any).
- g. 0.0015 per rupee for basic salary plus PP above Rs. 7500.

(09) HOUSE RENT ALLOWANCE:

Effective from 01-01-1999, house rent allowance should be enhanced to 40% of Basic Salary plus Dearness Allowance plus Personal Pay. All other terms and conditions for payment of HRA to remain unaltered.

(10) GARDENING ALLOWANCE:

Effective from 01-01-1999, all members should be paid gardening allowance of Rs. 500/- per month and should be reimbursed in cash.

(11) PERSONAL ALLOWANCE:

Effective from 01-01-1999, members should be paid personal allowance of Rs. 950/- per month.

(12) TRANSPORT ALLOWANCE:

Effective from 01-01-1999, members should be paid Transport Allowance of Rs. 1200/- per month.

(13) EDUCATIONAL ALLOWANCE:

Effective from 01-01-1999, members should be paid an Educational Allowance of Rs. 250/- per month.

(14) FACTORY ALLOWANCE/SITE ALLOWANCE:

Effective from 01-01-1999, members should be paid Factory Allowance/Site Allowance of Rs. 600/- per month.

(15) ADMINISTRATIVE ALLOWANCE:

Effective from 01-01-1999, all members in administrative categories at all location should be paid an administrative allowance at the rate of Rs. 500/- per month.

(16) COMPUTER ALLOWANCE :

Effective from 01-01-1999, members should be paid a Computer Allowance of Rs. 500/- per month.

(17) TOWEL AND SOAP ALLOWANCE:

Effective from 01-01-1999, members should be paid Soap and Towel Allowance of Rs. 300/- per month.

(18) WASHING ALLOWANCE:

Effective from 01-01-1999, members provided with uniforms should be paid Washing Allowance at the rate of Rs. 500/- per month.

(19) CASH HANDLING ALLOWANCE:

Effective from 01-01-1999, cash handling allowance to be enhanced to Rs. 100/- per day to members disbursing cash at Treasury Counter or designated locations at Zuarinagar.

(20) OVERTIME ALLOWANCE:

Members working overtime on Company's declared holidays should be paid additional amount of Rs. 250/-. Other conditions should remain unaltered.

(21) ALLOWANCE FOR EMPLOYEES AT SENIOR MANAGERS' RECREATION CENTRE:

Effective from 01-01-1999, the allowance paid to members at Senior Managers' Recreation Centre should be enhanced to Rs. 1000/- per month.

(22) REIMBURSEMENT OF OUTDOOR EXPENSES AND CLASS OF TRAVEL:

Effective from 01-01-1999, members who are away on Company duty for 2-4 hours should be paid Rs. 60/- as outdoor expenses and members who are away on Company duty during the meal time should be paid outdoor expenses of Rs. 150/- per meal.

Members who are away for work for a minimum of eight hours should be paid Rs. 180/- per day.

Members away for one day inclusive of night halt should be reimbursed outdoor expenses at following rates :

- | | |
|--|-----------------|
| (a) Metro Cities – Mumbai, Delhi, Calcutta and Chennai | Rs. 1000/- |
| (b) All State Capitals | Rs. 750/- |
| (c) All other locations | Rs. 500/- |

(23) REIMBURSEMENT IN LIEU OF CANTEEN FACILITIES:

Effective from 01-01-1999, members should be reimbursed @ Rs. 100/- for every day or part of day worked.

(24) MEDICAL REIMBURSEMENT:

Members should be reimbursed Rs. 15000/- as medical reimbursement for self, family and dependent parents, brothers, sisters, per calendar year effective from 01-01-1999. Hundred percent premium towards Group Health Insurance to be borne by the Company.

(25) SPECIAL MEDICAL REIMBURSEMENT:

Special medical reimbursements should be paid at actuals for self/family/dependent/parents, brothers and sisters.

(26) LEAVE TRAVEL ASSISTANCE:

Incidental expenses to be increased to Rs. 3000/- and paid at equal rates to all members and kilo metres to be increased to 5000 kms. (to and fro).

Dependent parents should be allowed for the purpose of this reimbursement.

Class of travel for all members should be first class rail fare. (A/C).

All other conditions remain unaltered.

(27) UNIFORMS, SHOES AND RAINCOATS:**(a) UNIFORMS:**

All our members should be given 5 pairs of uniforms, Locker cupboards should be provided.

(b) SHOES:

Members should be reimbursed cost of two pairs of shoes at the rate of Rs. 1200/- per pair and cost of two pairs of socks.

(c) RAINCOATS:

Members should be reimbursed cost of one Duckback raincoat (nylon) every year.

(28) LOANS AND ADVANCES:**(a) VEHICLE LOAN:**

Effective from 01-01-1999, Vehicle Loan for purchase of scooter/moped/motorcycle (Two Wheelers) should be enhanced to Rs. 40000/- or at actuals, whichever is less, to be recovered in 48 equal monthly installments with an interest rate of 3%.

In addition to Scooter/Moped/Motorcycle loan, those members who have completed 15 years of services should be given a one-time car loan of Rs. 175000/-. Recovery to cover the balance period of service.

(b) FURNITURE/EQUIPMENT LOAN:

Effective from 01-01-1999, furniture equipment loan to be enhanced to Rs. 60000/-. Members should be allowed to draw Vehicle loan and furniture/Equipment loan concurrently.

(c) HOUSING LOAN:

Effective from 01-01-1999, housing loan to be enhanced to Rs. 500000/-. In cases where both husband and wife are members of ZIL, the loan

limit to both should be 1000000/- for purchase of own house/flat.

Modification/Renovation loan of Rs. 50000/- presently extended to our members to be increased to be Rs. 150000/-.

All loan applications should be cleared without any budgetary restrictions.

The repayment of housing loan should be spread upto the retirement age of the member.

In the event of member being permanently disabled and retrenched/separated from service, all the loans (vehicles, furniture, housing) should be waived off.

All other terms and conditions to remain unaltered.

(d) FESTIVAL ADVANCE:

Members should be allowed to avail an interest free festival advance of Rs. 10000/- in a calendar year to be recovered in 12 equal monthly installments.

(29) ANNUAL PERFORMANCE AWARD:

Annual Performance Award should be enhanced by 50%.

(30) NEW PERFORMANCE AWARD SCHEME:

The new productivity Linked Incentive should be paid to all members at equal rates.

A sales performance award @ 0.5% of gross turnover should be paid. The details of the Scheme should be worked out in consultation with the Union.

(31) EX-GRATIA/BONUS:

Ex-gratia/Bonus should be calculated @ 20% of the actual salary (Basic+DA+PP).

(32) PENSION SCHEME:

Effective from 01-01-1999 employers contribution should be enhanced to 15%.

(33) GRATUITY:

Gratuity should be paid at the rate of one months' salary (Basic+DA+PP) for every completed year of service.

(34) VOLUNTARY RETIREMENT SCHEME:

The management should introduce Voluntary Retirement Scheme (VRS) for members who desire to retire.

The amount payable should be as follows :

Three months' salary (Basic + DA + PP) for every completed year of service.

Two months' salary (Basic + DA + PP) for every year of service to be completed.

In addition to the above members who have completed 15 years of service should be given Rs. 75000/-; 20 years of service should be given Rs. 100000/- and 25 years of service and above should be given Rs. 150000/- lumpsum, and Rs. 1000/- p.a. upto the age of retirement of the claimant.

(35) LEAVE:**(a) PRIVILEGE LEAVE:**

Effective from 01-01-1999, Privilege Leave should be enhanced to 40 days in a Calendar year. Holidays/off days falling in between leave period should not be considered as leave.

(b) CASUAL LEAVE:

Casual leave to be enhanced to 15 days in a calendar year.

(c) SICK LEAVE:

Sick leave to be enhanced to 25 days in a calendar year and there should be no bar for an accumulation purpose. However, option should be made mandatory for availing sick Leave for 6 days and above.

(d) RESTRICTED HOLIDAYS:

All members should be allowed to avail 2 days restricted holidays in a calendar year.

(e) ADDITIONAL SICK LEAVE:

Every member should be given additional sick leave with full pay for 60 days and half pay for more than 60 days in case of extreme sickness.

(f) SPECIAL LEAVE ON BUNDH DAYS:

In case of emergencies such as bundhs, strikes, riots, etc., the company should treat such absence as special leave.

(g) LEAVE PAY:

Any member who ceases to be an employee of the Company for whatever reasons, should be paid full wages for any leave outstanding to his/her credit on the date of his/her ceasing to be in service.

(h) LEAVE COMBINATION:

All types of leave including Company's declared holidays, compensatory offs, restricted holidays should be allowed to be used in any combination.

(i) PUBLIC HOLIDAYS:

Public holidays to be enhanced to 16 days in a calendar year. Determination of holidays to be done jointly as per prevailing practice.

(36) RETIREMENT AGE:

The retirement ages for all members to be enhanced to 60 years of age.

(37) CLASSIFICATIONS/DESIGNATIONS OF JOB :

Present practice to continue.

Qualifications should be relaxed in cases of members who were on Company pay roll as on 30-12-1987.

(38) JOB DESCRIPTION:

All members should be given job description of the posts/desks they are managing.

(39) PROMOTION POLICY:

Present practice to continue except that all employees joining in grade G-5, on completion of 5 years of service in grade G-8, be promoted to grade G-9 and all the employees joining in Grade G-4 on completion of 5 years in Grade G-7, be promoted to Grade G-8.

All employees in salary Grade G-8 who have completed 18 years of service in the Organization should be promoted to M-07.

(40) FILLING OF VACANCIES IN ENTRY LEVEL IN MANAGEMENT CADRE:

100% of vacancies (entry level to management), should be filled by internal promotions.

(41) SERVICE AWARDS:

Effective from 01-01-1999, Service Awards should be as follows:

Completed years of Service	Awards
15 years of Service	10000/-
20 years of Service	15000/-
25 years of Service	20000/-

(42) HOLIDAY HOMES:

The present facility at Mahabaleshwar already provided to unionized staff should also be extended to the other location such as Ooty, Kodaikanal, Panchagani, etc.

(43) OUT OF STATE ALLOWANCE:

Upon transfer from one State to other due to any reason, the members should be paid Rs. 2000/- per month as out of State allowance.

(44) REIMBURSEMENT OF WATER/ELECTRICITY CHARGES:

Effective from 01-01-1999, Water and Electricity charges should be reimbursed at actuals subject to maximum of Rs. 75/- and Rs. 150/- per month, respectively.

(45) ABOLITION OF CONTRACT LABOUR:

In the interest of all the workmen industrial peace and harmony, the contract labour system in the Company should be abolished.

(46) MARRIAGE GIFT:

Marriage gift to be enhanced to Rs. 5000/-.

(47) GIFT TO EMPLOYEES AT THE TIME OF RETIREMENT:

A Gift of Rs. 25000/- should be paid to employees at the time of retirement.

(48) GOODWILL GESTURES:

Within one month of the signing of the settlement, the management should pay to all members of ZACLWU only, an amount of Rs. 5000/- as goodwill gesture along with arrears accrued.

(49) GENERAL :

- (a) members who retire in the intervening period of the settlement should be paid the benefits of the settlement if they retire prior to signing of the settlement.
- (b) benefits arising out of this settlement should be given to members of ZACLWU only.
- (c) All other facilities provided in earlier settlement stands unaltered.

(50) PERIOD OF SETTLEMENT:

January 1, 1999, to 31st December, 2001.

(2) If not, to what relief the workmen are entitled?"

2. Upon receipt of the reference, it was registered as IT/62/1999 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim Statement at Exhibit 3 and Party II filed its Written Statement at Exhibit 4.

3. In short, the case of the Party I/Workmen is that the Party I is an Union representing a sizeable majority of the workmen employed with the Party II. Till the year 1981, there was only one Trade Union operating for the second Party however, since 1981, there are two Trade Unions representing the workers of the 2nd Party Company being Zuari Agro Chemicals Limited Employees' Union and the Zuari Agro Chemicals Limited Workers' Union being the 1st Party Union. The 1st Party Union has predominantly and at all times represented the employees employed at the Head Office and the Regional Offices of the 2nd Party and the other union has been representing employees in the Factory. Thus, the 1st Party Union has its majority membership from the workers belonging to the administrative categories and the other union has most of its members from the employees working in technical

categories.

4. Due to the existence of two Unions in the 2nd Party, the Employer has at all times entered into two separate settlements, one which each of the Unions after holding separate negotiations and discussions. The practice of entering into two settlements was followed even when the terms of both the settlements were identical and entered into on the same date. The instances of entering into separate settlements were 06-06-1984, 30-12-1987, (separate settlements with each of the Union) 12-02-1991 with the said Union and 26-03-1991 with the other Union. In accordance with the accepted custom and usage, the said Union raised a Charter of Demand dated 14-12-1995 and the other union raised their Charter of Demands dated 21-01-1996, however the 2nd Party held discussions and negotiated with the other Union on their Charter of Demands and the same resulted in a settlement dated 05-11-1997 with the other Union and the 2nd Party.

5. The 2nd Party remained obdurate and refused to negotiate with the 1st Party Union on their Charter of Demands on the specious plea that the other Union had more numerical strength and ultimately the said Union approached the Hon'ble High Court and reference No. IT/81/1997 was made to the Industrial Tribunal and by an order dated 01-07-1998 the Tribunal directed that the members of the said Union also should be extended benefits envisaged under the settlement dated 05-11-1997. The Union submitted their Charter of Demand on 28-01-1999 and the other Union submitted their demands on 04-02-1999. The Party II refused to negotiate with the said Union and vide their letter dated 11-02-1999 continued to negotiate with the other Union. The second Party excluded the said Union from any discussions and negotiations on their Charter of Demands dated 20-01-1999 and as such the said Union was constrained to approach the Dy. Labour Commissioner but the Party II refused to negotiate with the said Union on their Charter of Demand and hence a Failure Report was submitted by the Dy. Labour Commissioner on 30-04-1999 and as such the appropriate Government referred the Charter of Demand raised by the said Union for adjudication before this Tribunal.

6. Pursuant to the amendment made in the pleadings to the Claim Statement and to the Written Statement, the amendment to both was made accordingly. The Party II negotiated with the other Union on their Charter of Demands and since the Party I was not taken into confidence about the negotiations, they were unaware of the details of the discussions allegedly held and since the discussions

and negotiations also took place in a bilateral frame work and not in the course of any conciliation proceedings, no notice of conciliation was ever issued or put up in the Party II thus making it clear that the negotiations did not take place after admitting the same in conciliation. It is stated that the President of the Party I suddenly received a letter dated 05-05-2000 from the Conciliation Officer that the Party II and the other Union were finalizing a settlement on the latter's Charter of Demands and also mentioned his intention to give a hearing to the Party I. The Party I thereafter addressed the letter dated 05-05-2000 to the Conciliation Officer and called upon him to ensure that any settlement entered into between the Party I and the other Union should not be signed as a conciliation settlement nor made binding on the Party I since their Charter of Demands were already pending adjudication before the Tribunal.

7. A meeting was thereafter held in the Office of the Conciliation Officer on 08-05-2000 which was attended by the Party II and representatives of the other Union. The Party I and the other Union apparently reached an understanding and approached the Conciliation Officer only for signing a settlement. During the course of the meeting, the Party II made it clear that they intended to sign a settlement u/s 12(3) of the Industrial Disputes Act since they had considered to be fair and reasonable. Therefore, it was clear beyond doubt that the Parties had already arrived at an agreement without the assistance of the Conciliation Officer and that they had only approached the Dy. Labour Commissioner to sign the pre-arranged agreement in a malafide bid to try and bind the Party I and its members to pre-empt the pending adjudication before the Tribunal.

8. It is further stated that by a letter dated 10-05-2000, the Dy. General Manager of the Party II reiterated that as stated in the meeting held on 08-05-2000, they intended to sign a 'conciliation settlement' u/s 12(3) of the Industrial Disputes Act. The party I by their detailed letter dated 10-05-2000 addressed to the Dy. Labour Commissioner explained in detail the entire matter with special emphasis on the practice of entering into two settlements and also the fact that their Charter of Demands were already pending adjudication before the Tribunal and also requested for some time to file their Written Statement to the various points raised in the draft settlement.

9. Thereafter, by letter dated 26-05-2000, the Chief Manager (Personnel and Industrial Relations) informed the President of the Party I that they had entered into a settlement dated 19-05-2000 with the other Union in the present of the Conciliation Officer

and u/s 12(3) of the Industrial Disputes Act which according to them covered all the employees. The Party I by their letter dated 16-07-2000 addressed to the Party II have protested against their action of crediting the bank accounts of the members of the Party I with the benefits accrued to the workers in terms of the settlement dated 26-05-2000 and also enclosed individual letter of their members calling upon them to take back the benefits so granted and also made it clear that the same was without prejudice to the rights of the Petitioner and their members to take appropriate action against the same. Hence it is prayed that the present reference be decided in favour of the Party I Union and provide them the reliefs as demanded in the Charter of Demands dated 28-01-1999.

10. In the Written Statement it is the objection raised by the Party II that the Charter of Demands in the matter of service conditions effecting the workmen of establishment as a whole raised by a minority Party I Union is not permissible in law and on this count itself the reference needs to be rejected. The Party II is engaged in the manufacturing of fertilizers at its manufacturing Units at Zuarinagar – Goa and their workmen were organized for the first time into a Trade Union known as Zuari Agro Chemical Employees Union who raised their first Charter of Demands on 11-09-1973 and they demanded recognition of Union and the said Charter was followed by negotiations between the Party II and the said Union. The said negotiations culminated into a settlement dated 12-11-1973 u/s 12(3) of the Industrial Disputes Act and one of the terms of the settlement was recognition of the ZACL Employees Union which clause reads as "the Management had recognized ZACL Employees Union registration No. 93(GOA).

11. It is further stated that the Industrial Tribunal has passed an Award in terms of Settlement dated 05-11-1997 entered into by the Party II and the ZACL Employees Union. This Award has not been terminated by the Party I in accordance with Section 19(3) of the Industrial Disputes Act before raising of the Charter of Demand dated 20-01-1999. Since the said Award has not been terminated, the same continued to be in operation on the date the Charter of Demand dated 20-01-1999 was submitted by the Party I Union and on the date the present reference was made by the Government which is dated 15-06-1999, no dispute was existing in respect of the subject matter of the said Award and as such the present reference on the Charter of Demand of the Party I dated 15-06-1999 is null and void.

12. The Party II further states that they entered into settlement from time to time with the said Union

concerning all the employees of the establishment and in the year 1981, a group of employees formed a Union called as ZACL Workers' Union i.e. the Party I. This Union is herein referred to as the 'said Union'. The ZACL Employees Union continued to have numerical majority and as such the Management commenced discussion with the Party I Union of the demands that were submitted by them from time to time. The ZACL Employees Union continued to be the majority Union. From the time of formation of the Party I Union, the Charter of Demands were served by both the Unions on the Party II establishment. The Party II signed identical settlements with both the Union covering all the employees and the settlements were basically composite settlements which resolved the dispute raised by both the Unions. The settlements were on some occasions entered into in conciliation or outside the conciliation which settlements were either u/s 12(3) or 2(p) of the Industrial Disputes Act.

16A. In Zuari Industries Limited, historically there were two Trade Unions of Employees, namely Zuari Agro Chemicals Limited Workers Union (Minority), the Petitioner Union-Party No. I which is currently representing only 18 workmen out of a total of 447, and other Zuari Agro Chemicals Limited Employees Union (Majority), representing remaining 429 employees. The Charters of Demands submitted separately by aforesaid two rival unions used to be settled by signing two separate settlements on identical terms till the year 1994. Both the settlements signed separately with two Unions contained a clause restricting the applicability of each settlement to the members of the Union which had entered into settlement.

16B. The Zuari Agro Chemicals Employees Union (Majority) raised a dispute on issue of signing identical settlement with the Zuari Agro Chemicals limited Workers Union (Minority) and challenged in the High Court the settlement dated June 22, 1994 signed with the Minority Union. The Honourable High Court was pleased to dismiss the petition in view of restricted applicability of each settlement to the members of each Union which has entered into settlement.

16C. The Zuari Agro Chemicals Employees Union (Majority) challenged the order of the Honourable High Court before the Supre Court. The Supreme Court hears the Special Writ Petition No. 12389 of 1996 and observed as follows:

"Keeping in view the clauses in the two settlement dated April 24, 1994 and June 22, 1994 restricting the applicability of each settlement to the members of their Union which has entered into the settlement, we are of the opinion that two settlements have to

be read together and both the settlements have to be treated as a composite settlement resolving the dispute raised in the charter of demands submitted by both union".

16D. The Party I i.e. The Zuari Agro Chemicals Employees Union (Majority) submitted a Charter of Demands dated December 14, 1994, raising Charter of Demand restricted to its own members. The Party No. II states that the Zuari Agro Chemicals Employees Union (Majority) submitted a Charter of Demand vide their letter dated 22-01-1996 raising in respect of all workmen in the establishment of the company irrespective of the nature of work and location, contending that they were the majority union and the sole bargaining agent of the establishment of the Zuari Agro Chemicals Ltd. Employees Union (Majority) had also served a notice dated January 23, 1997, proposing to go on strike from February 7, 1997 onwards.

In view of the deteriorating Industrial relation situation because of the two rivals Union, the Deputy Labour Commissioner, Margao, Government of Goa, intervened in the matter. In the Conciliation meeting held in the office of the Deputy Labour Commissioner on 05-02-1997, the Deputy Labour Commissioner proposed that the Management should refer the matter to the Registrar of Trade Unions under the Indian Trade Unions Act, to determine the issue. Accordingly, Party II, namely Zuari Agro Chemicals Limited made a reference to the Registrar of Trade Unions and Government of Goa, vide their letter dated 06-02-1997, seeking advice to deal with the situation in the line with the Government's Policy for maintaining industrial peace and harmony.

16F. The Commissioner of Labour, Government of Goa, advised Party II vide letter dated 28-02-1997 in reply to her aforesaid letter dated 06-02-1997 that "considering the overall industrial relations situation and also the fact that numerically, Zuari Agro Chemicals limited Employees union has more members in the establishment, mainly from the plant, you may go ahead with the negotiations on Charter of Demands served by them on you for arriving at an amicable settlement in the course of conciliation proceedings".

The Commissioner of Labour also suggested the management to ensure that the out come of the negotiations are in line with the Supreme Court's Judgment dated 24-10-1996.

16G. The Party No. II further states that in accordance with the guidelines received from the Government vide aforesaid letter dated 28-02-1997 and the principle established by the Honourable Supre Court, the Party No. II started negotiating with

Zuari Agro Chemicals Limited Employees Union (Majority) and arrived at one composite settlement covering all employees of the establishment by virtue of a clause in the settlement making it applicable to all the permanent employees of the Company, irrespective of the nature and location of work. All workmen of the Establishment accepted the terms and conditions and the benefits of the settlement in full after giving individual undertaking and received full benefits of the aforesaid settlement. The Charter of Demands dated 14-12-1995 submitted separately by Party I, Zuari Agro Chemicals Limited Workers Union (Minority), restricted to their own members was referred for adjudication. The Industrial Tribunal, considering the fact that the benefits of the settlement with Zuari Agro Chemicals Limited Employees Union (Majority) have been received by all workmen including all the members of the Zuari Agro Chemicals Employees Union (Minority), passed an Award dated 01-07-1998 in terms of the settlement dated 05-11-1997 with the majority Union.

16I. The Party No. II states that on expiry of the period of settlement dated 05-11-1997, two more settlements were arrived with Zuari Agro Chemicals Limited Union (Majority) in conformity with the guidelines provided by the Government of Goa vide their letter dated 28-02-1997 and the principle established by the Supreme Court for a composite settlement covering all workmen of establishment. The two settlements, after expiry of the settlement dated 05-11-1997 for the period from 01-01-1999 to 31-12-2001 and the settlement arrived at on January 16, 2003 for the period covering 01-01-2002 to December 31, 2004 and both the settlements are composite settlements signed with the Zuari Agro Chemicals Limited Employees Union (Majority), following guidelines provided by the Government and the principles established by the Supreme Court.

16J. The terms and the conditions and the benefits of the aforesaid settlement dated 19-05-2000 with Zuari Agro Chemicals Limited Employees Union (Majority) have already been accepted and benefits received by all workmen of the establishment irrespective of the nature of work and the location. The Charter of Demands submitted separately by the Party I. The Zuari Agro Chemicals Limited Employees Union (Minority) is pending before the Honourable Tribunal for adjudication.

16K. The Party No. II states that since the settlement was signed under the provisions of section 12(3) of the Industrial Disputes Act, 1947 and covered all the workmen of the company, the Party No. II Company approached the Honourable Tribunal, before whom the Charter of Demands of the Party No. I Union was pending with an application dated 22-08-2000 to dispose this reference with a no dispute

award. The Party No. II states that on expiry of the period of the settlement dated 19-05-2000 both the Unions namely Zuari Agro Chemicals Employees Union (Majority) and the Party I Union submitted their respective Charters of Demands dated 29-01-2002 and 17-01-2002 respectfully. The Party No. II further states that in accordance with the guidelines received from the Government vide their letter dated 28-02-1997 and the principle Zuari Agro Chemicals Limited Employees Union (Majority) which fructified into settlement dated 16-01-2003. The Settlement signed under section 2(p) of the Industrial Disputes Act, 1947, provides that the benefits of the settlement would be made applicable to all the workmen who gave individual undertakings accepting the terms of the settlement in totality.

16L. The Party II submits that 514 of 544 workmen of the company i.e. 94.48% accepted the terms of the settlement namely all the members of Zuari Agro Chemicals Limited Employees Union (Majority). And 48 employees of Zuari Agro Chemicals Limited Workers Union (Minority) only 30 workmen who are members of Zuari Agro Chemicals Limited workers Union (Minority) i.e. Party I did not accept the terms of the settlement immediately. Subsequent 12 more of their members accepted the terms of the settlement. The terms and also the benefits of the said settlement were accepted by all workmen including those represented by the Party I union except 18 persons.

16M. The Party No. I Union has lost membership sharply:

Year/Time	No. of Members
Before settlement dated 05-11-97	162
After implementation of settlement dated 5-11-97	83
At the time of ZACLWU submitted Charter of Demands dated 17-01-2002	78
After settlement dated 16-01-2003	30
As on July, 2004	18

Membership of Zuari Agro Chemicals Limited Workers Union (Minority) has progressively declined and dropped to 18-01-2004.

16N. The Party No. II states that the company by a letter dated 12-6-2003 addressed to the Registrar of Trade Unions informed the Registrar that as on 31-5-2003, Zuari Agro Chemicals Limited Workers Union (Minority) Party No. I Union has membership of only 30 persons out of 539 workmen in Zuari Industries Limited. The Party II also referred to section 9-A of the Trade Unions Act, 1926 which specifies the minimum requirement about membership of a Trade Union. The attention of the

Registrar of Trade Unions was also drawn to Section 10(c) of the Trade Union Act. The Registrar of Trade Union, Goa issued a show cause notice dated 28-04-2004 to the Party I union giving 60 days notice for conciliation of registration of the Party I union and as no reply was received by the Registrar of Trade Unions by his order No. CLE/TU/(180)81/6354 dated 6-08-2004 cancelled the registration in view of Section 9-A and 10(c) of the Trade Unions Act, 1926.

16O. It is further stated that Party I has already lost the status of a registered union effective from 06-08-2004 all workmen of the establishment except above eighteen belonging to the De-registered union also given declarations in writing that they are not interested in the dispute raised by the Party I Union in the matter and as such no dispute survives. The Party No. I has also lost its standing to represent workmen as registered union as per Section 36 of the Industrial Disputes Act, 1947.

16P. The Party II therefore submits that reference itself is not maintainable and deserves to be rejected summarily.

The Party states that in the year 1994 settlements in conciliation were signed under Section 12(3) by the Party No. II with ZACL Employees' Union, on 25-04-94 and on 21-6-94 by the management Party No. II with ZACL Workers' Union and Party No. I Union, respectively.

13. The Party II states that the ZACL Employees' Union raised a charter of demand vide their letter dated 22-01-1996 and the Party II Union also raised their charter of demands vide their letter dated 14-12-1995. The Party II submits that ZACL Employees' Union also demanded that it should be declared as the majority Union and sole bargaining agent for all employees of the company. Since there was an impasse which was affecting industrial relations and the business of the Company, Party II sought Government's advice for dealing with the situation in line with Govt. policy for maintaining industrial peace & harmony in the State in the absence of any appropriate legislation in the matter and the Party II received a letter dated 28-02-1997 from the Labour Commissioner in response to the letter of the Party II seeking clarifications and guidance, advising the Party II to initiate negotiations on the charter of demands of the ZACL Employees' Union who had more numerical strength.

14. The Party II further states that in accordance with the guidelines, the ZACL Employees' Union and the Party II Union arrived at a settlement dated 05-11-1997, under Section 2(p) of the Industrial

Disputes Act of 1947. The said settlement was pursuant to the charter which raised demands in respect of all the employees employed in the establishment of the Company, irrespective of the nature of work or the status of the employment. The Party II further states that by virtue of clause 31.1 of the said settlement, it was made applicable to all permanent workmen of the Company at their establishment at Goa and offices at Delhi, Bombay and Regional Marketing offices and the said settlement also provided under clause 31.2 that all such workmen willing to receive benefits under the settlement had to sign individual declaration, as per annexure 5 of the settlement. The Party II states that all the members of the ZACL Employees' Union and the Party I Union accepted the settlement after giving individual undertaking and received all the benefits under the settlement.

15. The Party II further states that in the meanwhile since the charter of demands dated 14-12-1995 of the Party I Union which was pending before the Labour Commissioner as a dispute in conciliation ended in failure, by an order dated 09-12-1997 the Govt. referred the said dispute for adjudication before this tribunal and aince the terms incorporated in the settlement were already accepted by all the employees of Party II irrespective of union affiliation this reference was disposed off by an award dated 01-07-1998 in terms of the settlement dated 05-11-1997. The Party II further states that the settlement dated 05-11-1997 signed under Section 2(p) read with Section 18(1) of the Industrial Disputes Act in terms of clause 31.1 was applicable to all the workmen of the Company at its establishment at Goa or otherwise, irrespective of the Union affiliation of such workmen. Besides, since this settlement was signed with the majority union had all the implications arising thereto of a settlement being fair and reasonable and binding on all the workmen as what is good for the majority is good for the minority.

16. The Party II states that since the settlement as stated earlier was accepted by all the workmen, the reference by the Government of the charter of demands of the Party No. II Union being in the matter of a subject covered by the settlement dated 05-11-1997, did not survive. Apart from the above the Industrial Tribunal having recognized the universal acceptability and therefore universal applicability of a fair and reasonable settlement and on a specific plea by the Party I Union, passed an award in terms of the said settlement. The Party II company also had no objection to the passing of an award in terms of the settlement.

17. The Party II further states that the Union thereby recognized that the settlement signed with the majority Union has been accepted by all the workmen including their members and therefore was binding and as such the award thereby also recognized the majority status of the ZACL Employees' Union who were signatory to the said settlement and as a consequence thereof, all the Parties accepted that the majority union i.e. the ZACL Employees' Union and in respect of terms and conditions of service which affects all the employees, the ZACL Employees' Union having a large numerical strength is the Union with whom in the future the company has to negotiate. The above said approach was in tune with the practice followed in the last settlement.

18. The Party II further states that in the meanwhile, the strength of the Party No. I Union was substantially reduced and the membership strength as on the date of the signing of the settlement dated 05-11-1997 was 147 and as on the date of submission of charter of demands by the Party II was 85. The membership strength of the ZACL Employees' Union as on the date of submission of charter of demand was 501 and the Party I Union submitted their charter of demands dated 20-01-1999 and the ZACL Employees' Union submitted their charter of demands dated 04-02-1999 and further states that in the meanwhile they commenced negotiations on the charter of demands of the ZACL Employees' Union and the negotiations were in advanced stage.

19. The Party II further submits that by a letter dated 10th February, 1999, the Party I demanded that the Party II establishment negotiate with the said union on the charter of demands dated 20-01-1999. The Party II by their letter dated 11-02-1999 informed the Party I Union that as the ZACL Employees' Union has numerical majority, the negotiations on charter of demands shall be only with the said Union. The Party II submits that the Party I Union by their letter dated 24-03-1999 demanded that the refusal of the management to negotiate with them be treated as an industrial dispute and their charter of demands be referred to the Industrial Tribunal for adjudication.

20. The Party II states that the subject matter of the charter of demands of the Party II Union was admitted by the Dy. Labour Commissioner in conciliation. The said charter of demands was thereafter referred by the Government by its Order dated 15-06-99 to this Tribunal for adjudication.

21. In the Rejoinder at Exhibit 5 the Party I denied the case put forth by Party II in the Written Statement.

22. Based on the above mentioned pleadings my Learned Predecessor has framed the Issues at Exhibit 6 and the same are as follows:

ISSUES

1. Whether the Party I/Union proves that the demands raised by them vide letter dated 20-01-1999 are legal and justified?
2. Whether the Party II proves that the reference is liable to be rejected for the reasons stated in para 1 of the Written Statement?
3. Whether the Workmen are entitled to any relief?
4. What Award?

23. Consequent upon amendment of the Claim Statement, following issues were framed as additional issues by my Learned Predecessor which are at Exhibit 17.

Issue No. 1A: Whether the Party I/Union proves that the settlement dated 19th May, 2000 is not binding on the Party I/Union and its members?

Issue No. 2A: Whether the Party II proves that this Tribunal has no jurisdiction to decide about the validity of the Settlement dated 19-05-2000?

24. Consequent upon amendment of the Claim Statement, following issues were framed as additional issues by my Learned Predecessor which are at Exhibit 51.

3. Whether the Party II proves that the Party I has lost the status of a registered union w.e.f. 06-08-2004 and ceases to be a representative union of the workers?
4. Whether the Party II proves that the dispute does not survive?

25. In the course of the evidence, the Party I examined its first witness Shri R. G. Furtado and has placed on record the copy of Order dated 06-11-1995 marked at Exhibit UD-1, copy of Apex Court Order dated 24-10-1996 at Exhibit UD-2, Copy of High Court Order dated 20-10-1997 at Exhibit UD-3, Copy of Award dated 01-07-1998 at Exhibit UD-4, Copy of Award dated 19-11-1997 at Exhibit UD-5, A copy of the Minutes of the meeting held before the Labour Commissioner on 12-05-2000 at Exhibit UD-6, copy of letter dated 06-07-2000 at Exhibit UD-7, copy of Minutes of meeting between ZACLEU and Zuari Industries Ltd., dated 13-08-1999 at Exhibit UD-8, copy of minutes of meeting between ZACLEU and Zuari Ind. Ltd., dated 13-08-1999 at Exhibit UD-9, copy

of minutes of meeting between ZACLEU and Zuari Ind. Ltd., dated 19-08-1999 at Exhibit UD-10, copy of minutes of meeting between ZACLEU and Zuari Ind. Ltd., dated 10-09-1999 at Exhibit UD-11, copy of minutes of meeting between Dy. Labour Commissioner, ZACLEU and ZACLWU and Zuari Ind. Ltd., dated 08-05-2000 at Exhibit UD-12, copy of Order dated 06-11-1995 in MCA/406/95 in Writ Petition No. 427/94 at Exhibit 56, copy of Order dated 24-10-1996 of Supreme Court in SLP of 143889/96 at Exhibit 57, copy of Order dated 20-10-1997 in Writ Petition No. 330/97 at Exhibit 58, copy of Order dated 15-07-1998 of Joint Secretary, Labour along with Award dated 01-07-1998 in IT 81/97 at Exhibit 59 Colly, copy of Order dated 21-11-1997 along with Award dated 19-11-1997 in IT/16/1997 at Exhibit 60, copy of letter dated 14-07-2000 addressed to C.V.P.H.R-ZIL at Exhibit 61, copy of minutes of meetings held before the Dy. Labour Commissioner on 13-08-1999, 13-08-1999, 19-08-1999, 10-09-1999 and 08-05-1999 at Exhibit 62 Colly, copy of letter dated 05-05-2000 at Exhibit 63, copy of letter dated 05-05-2000 addressed by the Union to the Dy. Labour Commissioner at Exhibit 64, copy of minutes of the meeting convened by the Labour Commissioner on 08-05-2000 at Exhibit 65, copy of letter dated 10-05-2000 addressed by the Party II to the Dy. Labour Commissioner at Exhibit 66, copy of letter dated 10-05-2000 addressed by the Union to the Dy. Labour Commissioner at Exhibit 67, copy of the letter dated 26-05-2000 addressed by the Party II to the President of the Union at Exhibit 68, copy of Memorandum of Settlement dated 19-05-2000 at Exhibit 69, copy of letter dated 16-07-2000 by the General Secretary of the Union to the Corporate Vice President of Party II Company at Exhibit 70, copy of Note dated 18-05-2000 signed by Commissioner and Labour Commissioner at Exhibit 71, copy of Order dated 11-01-2000 in Writ Petition 218/2001 at Exhibit 72, copy of letter dated 28-02-1997 addressed to Party II by the Labour Commissioner at Exhibit 73, copy of Notice dated 05-08-1999 along with the annexure addressed by the Employees Union to the Executive President at Exhibit 74 Colly, copy of letter dated 09-08-1999 addressed by the Party II to the Union at Exhibit 75, copy of letter dated 12-08-1999 addressed to the Union by the Labour Commissioner at Exhibit 76, copy of minutes of meeting dated 06-04-1999, 20-04-1999 and 30-04-1999 held in the Office of the Dy. Labour Commissioner at Exhibit 78 Colly, copy of letter dated 09-09-1999 addressed by the Labour Commissioner to the Dy. General Manager of the Party I at Exhibit 79, copy of letter dated 21-09-1999 at Exhibit 80, copy of letter dated 19-11-1999 at Exhibit 81, copy of letter dated 12-01-2001 along with minutes both dated

13-08-1999 (2 Nos.), 19-08-999 and 08-05-2000 at Exhibit 82 Colly, copy of letter dated 20-01-1999 addressed by the Union to the Vice President Technical of Zuari Industries along with Charter of Demand at Exhibit 83 Colly, copy of letter dated 10-02-1999 addressed by the Union to the Vice President Technical of Zauri Industries at Exhibit 84, copy of letter dated 11-02-1999 addressed to the Union by the Dy. General Manager of the Company at Exhibit 85, copy of letter dated 12-02-1999 addressed to the Union by the Dy. General Manager of the Company at Exhibit 86, copy of letter dated 24-03-1999 addressed to the Union by the Dy. Labour Commissioner, Margao at Exhibit 87, copy of letter dated 20-04-1999 addressed by the Company to the Dy. Labour Commissioner, Margao at Exhibit 88, copy of Failure Report dated 25-05-1999 submitted by the Dy. Labour Commissioner to the Secretary, Labour along with the minutes dated 06-04-1999, 20-04-1999 and 30-04-1999 at Exhibit 89 Colly, copy of Charter of demand of ZACL Workers' Union dated 30-09-1983 at Exhibit 92, copy of Settlement with ZACL Workers' Union dated 16-06-1984 at Exhibit 93, copy of Charter of Demand of ZACL Workers' Union dated 30-12-1986 at Exhibit 94, copy of Settlement with ZACL Workers' Union dated 30-12-1986 at Exhibit 95, copy of Charter of demand of ZACL Workers' Union dated 21-12-1989 at Exhibit 96, copy of settlement with ZACL Workers' Union dated 12-02-1991 at Exhibit 97, copy of Charter of Demand of ZACL Workers' Union dated 21-12-1992 at Exhibit 98, copy of Settlement with ZACL Workers' Union dated 22-06-1994 at Exhibit 99, copy of Charter of demand of ZACL Workers' Union dated 04-02-1994 at Exhibit 100, copy of Charter of Demand of ZACL Workers' Union dated 04-12-1995 at Exhibit 101, copy of Settlement with ZACL Workers' Union dated 05-11-1997 at Exhibit 102, copy of Settlement with ZACL Workers' Union dated 20-01-1999 at Exhibit 103, copy of Settlement with ZACL Workers' Union dated 19-05-2000 at Exhibit 104, copy of Charter of demand of ZACL Workers' Union dated 17-01-2002 at Exhibit 105, copy of Charter of demand of ZACL Workers' Union dated 10-01-2005, at Exhibit 106.

26. During cross examination of this witness, the documents produced are a copy of Bye-Laws of the ZACL Workers' Union (Goa), copy of Notice dated 22-02-2014 received from the Registrar of Trade Union, copy of letter dated 05-05-2017 enclosing the Returns for the year ending 31-12-2016 along with letter dated 01-03-2017 and a copy of the Award in IT/62/1999 dated 01-09-2015 at Exhibit 104 Colly, copy of the Order dated 09-12-2004 of the Hon'ble High Court of Bombay at Exhibit 105.

27. Party II examined its witness Shri Pandurang Jadhav and has placed on record the copies of

letter of authority issued by Zuari Global Limited and Zuari Agro Chemicals Limited at Exhibit 108 Colly.

28. Heard arguments. Learned Representative Shri R. G. Furtado argued on behalf of Party I and Learned Advocate Shri G. K. Sardesai argued on behalf of the Party II. Both the Parties have placed on record written submissions.

29. I have gone through the records of the case and have duly considered the arguments advanced and also the arguments placed on record and after going through the same, I have given my reasons and findings on the issues which are framed and the same are as follows:

Issue No.1 & 5	...	Negative.
Issue No.1B, 2& 2A	...	Affirmative.
Issue No. 3 & 4	...	Affirmative.
Issue No. 1A	...	Negative.

REASONS

Issue No. 1, 1B and 5:

30. Issue No. 1, 1B and 5 are discussed together for the sake of convenience and also as they are inter-related. The Party I is a Union and till the year 1981 there was only one Trade Union operating for the 2nd Party Company but from the year 1981, two Trade Unions representing the workers of the 2nd Party Company being the Zuari Agro Chemical Limited Employees and the Zuari Agro Chemicals Limited Workers was formed which is the 1st Party Union. The 1st Party Union is herein referred to as the said Union. It is also an admitted fact that the 1st Party Union submitted their Charter of Demands on 28-01-1999 and the other Union submitted their demand on 04-02-1999. It is the allegation and the grievance of the Party I Union that the 2nd Party continued to negotiate with the other Union and refused to negotiate with their Union i.e. with the said Union. The 2nd Party excluded the said Union from any discussions and negotiations on their Charter of Demand dated 28-01-1999. This being the position, the said Union were forced to approach the Dy. Labour Commissioner but in spite of that the Party II failed to negotiate with their Union and the Failure Report was submitted by the Dy. Labour Commissioner on 30-04-1999 and thereafter the Appropriate Government referred the Charter of Demands raised by the said Union to this Tribunal being a reference.

31. According to the Party I the demands raised by them are legal and justified and as such they are entitled to the reliefs as prayed but to this, it is the contention of the Party II that their workmen had

organized for the first time a Trade Union called as ZACL Employees Union which was formed in pursuance of the settlement and they had raised a Charter of Demands vide their letter dated 22-01-1996 and they had also raised their Charter of Demands vide their letter dated 14-12-1995 and in the meanwhile the Party II received a letter dated 28-02-1997 from the Government in response of letter to them seeking clarification that the Party II may initiate negotiations on the Charter of Demands of their Union i.e. ZACL Employees Union who had a majority or a more numerical strength and as such the Party II Union arrived at a settlement dated 05-11-1997 u/s 2(p) of the Industrial Disputes with the Party II's Employees Union. The Party II has produced all these documents in support of their case which are at various exhibits. By the settlement dated 05-11-1997 which was in respect of the Charter of Demands of the said Union was pursuant to the Charter which raised demands in respect of all the employees employed in the establishment of the Company irrespective of the nature of the work and the status of the employment. A careful perusal on Clause 31.1 of this settlement dated 05-11-1997 which is at Exhibit 102, it is amply clear that this settlement was applicable to all the permanent workmen of the Company at their establishment at Goa Offices, Delhi, Bombay and other regional offices. It is also seen that all the members of ZACL Employees Union and the Party I Union accepted the settlement after giving individual undertakings and received all the benefits under the Settlement. This settlement was also upheld by this Tribunal which made an Award in terms of the said settlement.

32. Admittedly, the Union of the Party II is having a large numerical strength and as such the Company made all the negotiations in respect of terms and conditions of service in respect of all the employees which was as per the practice followed in the settlement. The membership of the Party I was only 85 whereas the strength of ZACL Employees Union was 501. The Union of the Party II submitted their Charter of Demand on 04-02-1999 and the Party I Union submitted their Charter of Demand on 20-01-1999.

33. The first witness of the Party I Shri Roque G. Furtado has mentioned in his Affidavit in Evidence the detailed facts of their case and has produced various documents from Exhibit 56 to 62 Colly and then from Exh. 63 to Exh. 82 Colly and then from 83 Colly upto Exhibit 106. I have perused all these documents in deciding the present case and in his cross-examination it is seen that he has admitted "I say that presently three members of our Union are employed in the Company and as of date the Union has no members." This itself goes to show that the

membership of the Party I Union is almost Nil and negligible and as such their Union cannot be termed or known to be a registered Union. He has further admitted in cross that they have not filed the Returns from 1995 to 2015. He has also admitted that by letter dated 30-12-1986 which is at Exhibit 94, the workers' Union had submitted a Charter of Demands on behalf of all the employees of the Company employed in the Factory and other places in Goa and to all the regional Sales Offices. He has also admitted that by the Charter of Demands dated 30-09-1983 which is a Charter of Demand raised by the ZACL Workers' Union/Exh. 92, the demands were raised covering the Factories at all the places and to all the regional Sales Offices at Goa and to at other places where the regional sales offices are situated. He has also admitted that their Union stands de-registered vide Order dated 06-08-2004 and the said Order is challenged Order which is pending. He does not recollect whether there was any resolution being taken authorizing their Union to raise the present dispute and on this count also the present reference fails. He admits that he does not recollect the exact number of the workers of the said Union in the year 1991 and he has not produced any documents in support of this.

34. Further, he has admitted in cross that the Charter of Demands dated 30-12-1986 at Exh. 94 was raised on behalf of all the employees including the Factory employees. According to him, Exh. 97 which is a settlement with ZACL Workers' Union dated 12-02-1991 was raised on behalf of all the employees including the Factory employees. He has admitted further that they arrived at a settlement with respect to all the allowances and benefits mentioned in the settlement at Exh. 99 which was signed on behalf of all the employees of their Union. He also admits that they arrived at a settlement with respect to all the employees represented by their union irrespective of the fact whether they were employed in the Factory or not. The Charter of Demand at Exh. 101 was on behalf of all the workmen represented by their Union.

35. Shri Furtado has admitted that no elections were held after 1999 however, he was appointed as a General Secretary by consensus till date and has further stated that the Bye-laws do not provide election by consensus. It is quite surprising that in his cross-examination he states that their Union has Bye-laws which provide for election of executive Committee and office bearers after a particular period but he could not produce any documents to this effect and on the contrary further stated that he will have to check the period which provides for election of the executive Committee and Office bearers. This also goes to show that he had no

authority to depose on behalf of the union nor the Union had authorized him to depose on their behalf. There is no resolution of the Union either passed or produced by him to show his due authorization from the union to raise the Charter of Demand on behalf of the said Union. He admits in cross that he does not recollect whether any resolution was taken authorizing the Union to raise the present dispute and according to him there was a meeting of the members prior to raising of the dispute which is also without the support of any documents. There is also an admission from him that there is no resolution of the Union authorizing him to depose and moreover, where no such copy of resolution has been passed, his entire deposition needs to be taken with a pinch of salt.

36. At this juncture, Learned Advocate Shri G. K. Sardesai places reliance on the authority reported in the case of Deepak Industries Ltd., V/s State of West Bengal 1975(1) LLJ 293 it is observed as under *"...if a group of workmen raise a dispute that can also constitute an industrial dispute within the meaning of the Act, which may be referred to the Tribunal in due course. But when the dispute is sponsored or espoused by a Union, it seems to have been uniformly held by the judicial decisions that when the authority of the Union is challenged by the Employer, it must be proved that the Union has been duly authorized either by a resolution by the Members or otherwise that it has the authority to represent the workmen whose cause it is espousing"*.

37. The Union having disputed the validity of clauses 1.1.3 and 2.1 of the settlement dated 19-05-2000 at Exh. 69 and 104 arrived between the Management and the ZACL Employees Union, and have been receiving the benefits of the said settlement are now estopped from disputing the validity/terms of the said settlement. The settlement has to be accepted in totality or rejected in totality. The terms of the reference are confined to the legality and justifiability of the Charter of Demands dated 20-01-1999. The burden of proving the Charter of Demands is on the Party I Union. The Party No. 1 Union has not led evidence in support of the Charter of Demands and has thus failed to discharge the burden placed on the Union and thus the reference deserves to be rejected.

38. The Representative of the Party I Union on the contrary has stated in his cross-examination that the Union is now ready to accept all the monetary terms of the settlement dated 19-05-2000 as they are receiving the benefits of the settlement and further added that Party I now only wants the Tribunal to adjudicate the additional issues. The benefits of the settlement dated 19-05-2000 was extended to all the

workmen including the Party I union and had received the benefits of the same. The Party I Union however had challenged the clause 1.1.3 and 2.1 of the said settlement on the ground that it is against public policy and had failed to establish as to how the said clauses of the settlement are against the public policy. The law does not accept partial acceptance or acceptance with conditions. The Clauses 1.1.3 and 2.1 contained in the settlement dated 19-05-2000 cannot be separated from the reset of the settlement as they are one composite whole.

39. Shri Furtado admits in cross that at the time when they raised their Charter of Demands dated 20-01-1999, their Union had not terminated the settlement dated 05-11-1997 by a written notice but he interprets in his own way by stating that "I say that the filing of Charter of Demand amounts to the termination of earlier settlement". This statement of Shri Furtado is highly objectionable and not sustainable in law as the law requires that the settlement dated 05-11-1997 ought to have been terminated first by giving a written notice which is admittedly not done by the Party I Union and further he has admitted that the Award dated 01-07-1998 was not terminated by them by giving a written notice because again it is his contention that filing of Charter thereafter amounts to termination of the earlier Award. He has admitted further in cross that "in the establishment of Party II there is a Union known as ZACL Employees Union. It is true that a settlement was arrived at under Section 2(p) between Party II and ZACL Employees Union. During the same period Party I Union had submitted a Charter of Demands dated 14-12-1995 and the same was referred to the Tribunal registered as IT/81/97. It is true that in the above reference Tribunal passes an Award dated 01-07-98 in terms of settlement dated 05-11-97. Subsequent there to we submitted a Charter of Demands registered as reference No. IT/62/99. The said Charter was dated 20-01-1999. The present reference arises out of charter dated 17-01-02. During this period and on 19-05-2000 a settlement was arrived at between Zuari Industries Ltd. and ZACL Employees Union under Section 12(3) of the Industrial Disputes Act.

40. Hence, from the above deposition of the Party I's witness vis-à-vis his documents it is amply clear that the demands raised by them vide letter dated 20-01-1999 is not legal and justified and therefore the workmen of Party I Union are not entitled for any reliefs and accordingly issue No. 1 and 5 are answered in the negative and additional issue No.1B stands answered in the affirmative as the present reference is not maintainable in view of the same abovementioned reasons and also being a minority.

Additional Issue No. 1A

41. The additional issue No.1A needs to be answered in the negative as the Party I has not terminated the settlement dated 05-11-1997 and the Award dated 01-11-1998 in terms of the settlement dated 05-11-1997 which is evident and clear from the evidence of the Party I's own witness. The settlement dated 05-11-1997 with ZACL Workers' Union is at Exh. 102. Mr. R. G. Furtado has admitted in cross that the Charter of Demand at Exhibit 101 was on behalf of all the workmen represented by their union and the settlement at Exh.102 dated 05-11-1997 was not signed by their Union and according to him it is a settlement between the Party II Company and the workmen represented by ZACL Employees Union. He has admitted that this settlement was accepted by all the employees representing his Union including himself and at the time when they accepted the settlement at Exh. 102/settlement dated 05-11-1997, their Charter of Demand at Exh.101 was pending before this Tribunal. Their Union submitted the Charter of Demand dated 20-01-1999 at Exh. 103 and according to him the Management did not discuss with their Union on this charter.

42. From the documents on record it is seen that the Party I Union upon expiry of the settlement dated 22-06-1994 at Exh. 99 submitted a Charter of Demand dated 14-12-1995 which is at Exh.101 for the period from 01-01-1996 to 31-12-1998. The ZACL Employees Union on the expiry of the settlement dated 22-06-1994 also had submitted a Charter of Demand dated 22-01-1996 and it is an admitted fact that the Appropriate Government vide its Order dated 09-12-1997 referred to this Tribunal the said Charter of Demand for adjudication which was the reference bearing No. IT/81/97. It has also come on record that prior to this reference the Party II Company and its Employees' Union arrived at a settlement dated 05-11-1997/Exh.102, covering the period from 01-01-1996 to 31-12-1998 u/s 2(p) r/w 18(1) of the Industrial Disputes Act, 1947. This settlement was accepted by all the workmen except the workmen of the Party I Union. The Party I Union agreed before this Tribunal for passing an Award in terms of the settlement dated 05-11-1997 in reference IT/81/97. This Tribunal passed an Award dated 01-07-1998 in terms of the settlement dated 05-11-1997 entered into by the Party II with their Employees' Union in view of Section 19(3) of the Industrial Disputes Act before submitting the Charter of Demand dated 20-01-1999.

43. As the Union of the party I was in minority the Party II Company did not negotiate with the minority Party I Union but the Management of the Party II negotiated and signed the settlement with the majority Union ZACL Employees' Union on

19-05-2000 which was duly signed u/s 12(3) r/w 18(3) of the Industrial Disputes Act. The benefits of this settlement has been received by all the workmen of the Party II including the Party I Union which has been admitted by the 1st witness of the Party I. Admittedly, there is nothing on record to show that the Party I has produced any notice made by them to the Party II expressing their intention to terminate the Award dated 01-07-1998. In fact, a perusal on Section 19(6) of the Industrial Disputes Act makes it very clear that notwithstanding the expiry of the period of operation under sub-section (3), the Award shall continue to be binding on the Parties until a period of two months has elapsed from the date on which notice is given by any Party bound by the Award to the other Party or Parties intimating its intention to terminate the Award.

44. In the case at hand, the Party I has not complied with the above mandatory provision which is in fact a condition precedent for raising a fresh Charter of Demand which is clear from the provisions of Section 96 of the Industrial Disputes Act. The Party I Union has not given two months' notice in writing and as the Award has not been terminated by the Union before raising the Charter of Demand dated 20-01-1999 which has led to the present dispute, it is abundantly clear that the said Award dated 01-07-1998 is in operation on the date of the Charter of Demand which was submitted by the Party I Union and also on the date the present reference dated 15-06-1999 was made by the Government and under such circumstances an industrial dispute cannot exist and the same is not permissible in law. Hence, the present reference on the Charter of Demand made by the Party I Union dated 15-06-1999 is therefore null and void being not maintainable in law.

45. It is also noticed that the notice of termination of settlement or Award under the provisions of Section 19(1) of the Industrial Disputes Act is mandatory. Section 19(3) of the Industrial Disputes Act states that "an Award shall subject to the provisions of this Section remain in operation for a period of one year from the date on which the Award becomes enforceable u/s 17(a) of the Industrial Disputes Act and it is also a settled law that there cannot be a waiver provision on the requirement of a written notice of the termination of settlement or Award. There cannot be any waiver by any act or conduct of the Parties and the notice of termination of settlement or Award under the provisions of Section 19(1) of the Industrial Disputes Act is mandatory.

46. Moreover, the benefits of the settlement dated 19-05-2000 which was arrived at between the Party II Company and its Employees' Union on the Charter of Demands of the Union dated 04-02-1999

u/s 12(3) of the Industrial Disputes Act and the benefits of this settlement was extended to all the workmen including all the workmen of the Party I Union. When a settlement is arrived at during the conciliation proceedings, it is binding on the members of the Workers' Union as laid down by Section 18(3)(d) of the Act. It would ipso facto bind all the existing workmen who are all Parties to the industrial dispute and who may not be members of Unions that are signatories to such settlement under Section 12(3) of the Act. The Act is based on the principle of collective bargaining for revolving industrial disputes and for maintaining industrial peace.

47. Learned Advocate Shri G. K. Sardessai has placed reliance on the following authorities:

1. **National Engineering Industries Ltd. V/s State of Rajasthan and Others reported (2000) 1 Supreme Court Cases 371** wherein the Hon'ble Apex Court has held that "*a settlement arrived at in the course of conciliation proceedings with a recognized majority Union will be binding on all workmen of the establishment, even those who belong to the minority Union which had objected to the same. When a settlement is arrived at during the conciliation proceedings it is binding on the members of the Workers' Union as laid down by Section 18(3)(d) of the Act. It would ipso facto bind all the existing workmen who are all Parties to the industrial dispute and who may not be members of Unions that are signatories to such settlement under Section 12(3) of the Act. The Act is based on the principle of collective bargaining for resolving industrial disputes and for maintaining industrial peace.*"
2. **Life Insurance Corporation V/s Chandrakant Bose and Others V/s D. J. Bahadur and others in AIR 1980 Supreme Court** wherein the Hon'ble Apex Court has given the guidelines and has discussed the scope and effect of termination of an Award and held that "an Award has the effect of imposing fresh terms upon the contract of employment between the Employer and the employee to which they have been assented. 'The termination of such Award does not terminate the contract. Even after the Award is terminated' in the manner provided by Section 19(6) of the industrial Disputes Act, the 'obligation created by the Award could be altered by a fresh contract' or a fresh adjudication under the Industrial Disputes Act, 'and not otherwise'. The effect of termination of the Award is only to prevent enforcement of the obligations under the Award in the manner

prescribed, but the rights and obligations which flow from the Award are not wiped out. Termination of the Award or lapsing of the Award has not the effect of wiping out the liabilities flowing under the Award”.

48. Hence, in view of the above reasons, the additional Issue No.1A is answered in the negative.

Additional Issue No. 3 and 4

49. The Party II Company has placed on record Affidavit-in-Evidence of Shri Pandurang Jadhav who was working as a Chief Manager with the Party II and he has been duly authorized by the Company to depose on their behalf and he has produced his Authority Letter to that effect which is at Exh.108 Colly along with the copy of the Resolution passed by the Board of Directors of Party II Company. His cross-examination could not be shaken on any grounds and he has precisely stated in his deposition the exact case as put forth in the Written Statement by the Party II and according to them the Party I has lost the status of a registered Union w.e.f. 06-08-2004 and as such it the Party I ceases to be a representative Union of the workers and therefore when the Party I has not status of a registered Union, certainly they cannot raise an industrial dispute and as such the industrial dispute raised by them does not survive and therefore the present reference is totally bad in law and not maintainable.

50. That, according to the Party I, the Party II entered into a settlement dated 19-05-2000 u/s 12(3) of the Industrial Disputes Act for the settlement period dated 01-01-1993 to 31-12-2009 with the Union of the Party II i.e. ZACL Employees Union when the present reference was pending before the Tribunal for adjudication and their Union was never asked to participate in the conciliation proceedings. It is admitted by the Party I that their Union through its witness made a statement that the Union is now ready to accept all the monetary terms of the settlement dated 19-05-2000 as their members were receiving the benefits of the settlement and it was only their objection that they want the Industrial Tribunal to adjudicate the reference. It is also an admitted position that the Tribunal passed an Award dated 01-09-2015 in the reference bearing No. 62/99 stating that in view of the understanding dated 22-12-2014 entered into between the three workers, the references against the three workmen were disposed off in terms of the various understandings arrived at between them and the Management. The Memorandum of Understanding signed by the three workmen by which the benefits were extended of the said settlement signed between the Company and their Union and all the three settlements bearing

Nos. IT/23/16, IT/24/16 and IT/25/16 were binding on them.

51. It is also seen that the benefits of the settlement dated 19-05-2000 had been accepted by the members of the Party I Union and the Members of the Party I Union accepted the benefits of the said settlement. It is also admitted by the Party I Union that their Union has no majority and the witness of the Party I has admitted in cross that the present reference arises out of the Charter dated 17-01-2022 and during this period, and on 19-05-2000 a settlement was arrived at between the Party II and their union u/s 12(3) of the Industrial Disputes Act. He has also admitted that they have not terminated the settlement dated 05-11-1997 by a written notice and they also did not terminate the settlement by a written notice. The Bye-Laws of the Party I Union are not produced by the witness of the Party I and therefore one does not know what are their rules and regulations. He has admitted that their Union submitted the Charter of Demands during the period of settlements dated 16-01-2003, 24-03-2006 and 30-11-2009 and also admitted that the subject matter of the Charter of Demands is pending for adjudication before this Tribunal. There is also an admission from him that their Union has not filed the returns from the year 1995 to 2015. He has also admitted their lesser numerological strength of membership compared to the Union of the Party II. He has also admitted that three members of their Union are employed in the Company therefore there are no details of the membership and the numbers of the members of the Party I Union.

52. He has also admitted in cross that their Union stands de-registered vide Order dated 06-08-2004 and there is no authority letter or resolution produced by him to depose on their behalf. He also admitted that at the time of submitting of Charter of Demands dated 20-01-1999, the bye-laws of their Union permitted membership of all the employees of the Party II irrespective of the nature of their work. It is also admitted by the Party I's witness that before the submission of their Charter of Demands, the Party I Union did not give any notice of termination for the settlement dated 05-11-1997 or for the Award dated 01-07-1998. It is proved on the own admission of the Party I that the membership of the Party Union is Nil and as such their union cannot claimed to be or called as a registered Union. One does not know as to in what capacity and in what manner Shri R. G. Furtado was appointed as a General Secretary when there were no elections nor any Bye-laws of the Party I Union provide for election by

consensus. Even otherwise, by an Order dated 12-04-2021 the Registrar of Trade Union has de-registered the Party I Union and therefore an industrial dispute cannot be raised on behalf of the workmen in the absence of a resolution or authorization by an individual workman. Shri R. G. Furtado does not even recollect whether any resolution was passed authorizing him to raise the present industrial dispute by their Union. The Party I Union by their letter dated 20-01-1999 submitted a fresh Charter of Demands without terminating the Award and moreover, the benefits of the settlement has been duly received by all the workmen including that of the Party I Union. The Party I has not produced any notice made by them to the Party II expressing their intention to terminate the Award dated 01-07-1998 before raising a fresh Charter of Demand which is clear from Section 19(6) of the Industrial Disputes Act. Therefore, it is abundantly clear from the above reasoning that the Party II has succeeded in proving that the Party I has lost the status of a registered Union w.e.f. 06-08-2004 and as such it ceases to be a representative Union and therefore the Party I has no right to raise any industrial dispute and hence, the present dispute raised by them does not survive. Accordingly, additional Issue No. 3 and 4 are answered in the affirmative.

53. Hence, in view of the above reasons and guided by the above authorities, it is abundantly clear that Party I/Union has failed to establish and prove their case and as such, they are not entitled to any relief.

Accordingly, I pass the following Order:

ORDER

1. The demands raised by the Zuari Agro Chemicals Limited Workers Union vide their letter dated 20-01-1999 before the Management of M/s Zuari Industries Limited, Zuarinagar-Goa are not justified.
2. The Party I/Workmen are not entitled for any relief.
3. No order as to cost.
4. Inform the Government accordingly.

Sd/-

(Bela N. Naik),
Presiding Officer, Industrial
Tribunal and Labour Court.

Notification

No. 28/02/2022-LAB/Part-II/449

The following Award passed by the Labour Court-II at Panaji-Goa on 01-08-2022 in Case No. LC-II/IT/09/2021 is hereby published as required

under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 25th August, 2022.

THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before **Shri Suresh N. Narulkar, Hon'ble
Presiding Officer**)

Case No. LC-II/IT/09/2021

Shri Vishnu Sawant,
R/o. Parye, Sattari-Goa

... Workman/Party I.

V/s

M/s. Durafab Engineering,
Kundaim Industrial Estate,
Kundaim-Goa

... Employer/Party II.

Workman/Party-I represented by Adv. Pravin Gawas.

Employer/Party-II absent, marked an Ex-parte.

Panaji, Dated: 1-08-2022.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 23-04-2021, bearing No. 28/14/2021-LAB/207 referred the following dispute for adjudication to this Labour Court-II of Goa at Panaji, Goa.

"(1) Whether the action of the management of M/s. Durafab Engineering D-3/9, Kundaim Industrial Estate, Kundaim, Goa, in terminating services of Shri Vishnu Sawant, Accountant, with effect from 10-03-2020, is legal and justified?"

(3) If not, what relief the Workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/09/2021 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Workman/Party-I (for short 'Workman') put in his appearance. On the contrary, the Employer though duly served did not appear before this court on the scheduled date of hearings. This Hon'ble Court, marked an ex-parte against the Employer after giving ample opportunity to appear before this court and conducted ex-parte proceedings.

3. The Workman filed his Statement of Claim on 17-10-2021 at Exb-7. The facts of the case in brief as pleaded by the Workman are that he was appointed as 'Accountant' by the Employer/Party II (for short, "Employer") on 10-12-2016. He stated that he was not given any appointment letter. He stated that his wages was fixed at Rs. 12,000/- per month at the time of joining. He stated that his last drawn wage was Rs. 16,000/- per month. He stated that he was receiving monthly wages directly through bank account maintained by him in Bank of Baroda, Bicholim branch. He stated that he was regular in his services from the date of his appointment till illegal termination of his services. He stated that though he was appointed as 'Accountant', he was performing the duties of cashier, to visit banks to pay electricity bills, water bills etc. and such other office work equal to that of a peon. He stated that one key of the factory was handed over to him to open the factory early in the morning at 8.30 a.m. for the workers and to mark their attendance.

4. He stated that suddenly the Employer stopped paying wages to him from the month of October, 2019 to him as well as other labourers. He stated that since the Employer failed to pay the wages of labourers for two to three months, the labourers and staff made complaint to the Labour Inspector, Ponda. He stated that the Labour Inspector then filed claim on behalf of the labourers in the office of Labour Commissioner for unpaid wages by the Employer. He stated that the Labour Commissioner, vide its order dated 27-07-2021, directed the Employer to pay the pending wages to the labourers. He stated that he was also not paid wages from October, 2019 till date by the Employer. He stated that the total wages pending till the month of August, 2021 is amounting to Rs. 3,68,000/- (Rupees Three lakhs sixty eight thousand only).

5. He stated that he was attending the work regularly and continuously. However, on 09-03-2020 the Employer took the keys of the office from him. He stated that when he reported for work on the next day, he found that the office/factory was locked. He stated that he contacted the Employer, Mr. Mahesh R. Kamat to enquire about the closure of the factory premises. He stated that it is at that time the Employer, Mr. Mahesh Kamat informed him that the factory will remain closed for a week and directed him to report for duty in the next week. He stated that after one week, when he reported for his duties on about 16-03-2020, he found that the factory was closed. He stated that he therefore again contacted the Employer, Mr. Mahesh R. Kamat enquiring about the closure of the factory premises, however, Mr.

Mahesh Kamat again informed him to report for duty in the following next week. He stated that whenever he was reporting for duty, the Employer was instructing him to come for duty in next week. He stated that the Employer kept the factory premises closed as much as his wages was also not paid by the Employer till date. He stated that the Employer assured him that he will soon re-open the establishment and would give a call to him. He stated that however till date, the establishment is closed and neither he received any call for joining back to the establishment nor received the pending wages. He stated that the Employer has locked the factory since 09-03-2020 and he has been kept unemployed without any work or wages since then. He submitted that the Employer has purposely, intentionally and strategically adopted the practice of keeping the workplace closed so that he will not be able to attend the work and thereby terminate his services without following due process of law. He stated that he has been victimized to the illegal termination of employment by the Employer and made to suffer mentally, physically as well as financially. He stated that the Employer has adopted malafide labour practice to terminate his employment. He stated that due to forceful unemployment on the part of the Employer, he has to face the financial difficulties to maintain himself and his family as he is the only bread earner in the family. He stated that the forceful unemployment on the part of the Employer had affected his livelihood and had made him suffer loss of income and has created financial difficulties, which has put him under tremendous pressure, agony and harassment. He submitted that due to illegal, arbitrary and malicious act of the Employer, he is unable to get another job and forced to remain unemployed till date. He stated that he apprehends the foul play on the part of the Employer and therefore, filed a complaint dated 29-07-2020 before the Labour Commissioner, Panaji-Goa which ended in failure. The Workman therefore prayed that the Employer be directed to pay him his pending earned wages of Rs. 3,68,000/- (Rupees Three lakhs sixty eight thousand only) from October, 2019 to August, 2021 along with interest @18% per annum from the due date of wages till the date of actual payment. He also prayed that the Employer be directed to pay his gratuity for being in continuous service which is calculated at Rs. 46154/- and a sum of Rs. 10,00,000/- (Rupees Ten lakhs only) towards compensation. In the alternative, the Workman prayed that the Employer be directed to reinstate him with full back wages.

6. This court framed the following issues on 28-02-2022 at Exb. 8.

1. Whether the Workman/Party-I proves that action of the Employer in terminating his services w.e.f. 10-03-2020 is illegal and unjustified?
2. Whether the Workman/Party-I is entitled to any relief?
3. What Order? What Award?

7. My answers to the aforesaid issues are under:

- (a) Issue No. 1 : In the affirmative.
- (b) Issue No. 2 and 3 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri P. Gawas, appearing for the Workman. On the contrary, none remained present for the Employer. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me.

REASONS

Issue No. 1:

8. It is the workman who has raised the present dispute pertaining to non-employment by the Employer. The burden to prove the issue No. 1 is upon him.

To prove the issue No. 1, the Workman examined himself and produced on record certain documents in support of his oral evidence. The said oral as well as documentary evidence adduced by the Workman remained unchallenged for want of denial.

9. The evidence on record indicates that the Workman was employed by the Employer on 10-12-2016 as an 'Accountant'. The evidence on record indicates that the Workman was regular and continuous in his service from the date of his appointment till his illegal termination of services w.e.f. 10-03-2020. The evidence on record indicates that the services of the Workman has been terminated without complying with Section 25-F of the I.D. Act, 1947 nor on proved misconduct. In the circumstances, the termination of the services of the Workman w.e.f. 10-03-2020 is illegal and unjustified. It is therefore held that the Workman proved that the action of the management of the Employer in terminating his services w.e.f. 10-03-2020 is illegal and unjustified. The issue No.1 is therefore answered in the affirmative.

Issue No. 2:

10. While deciding the issue No. 1, hereinabove, I have discussed and come to the conclusion that the action of the management of the Employer in terminating his services w.e.f. 10-03-2020 is illegal

and unjustified. There is nothing on record to show that the factory of the Employer has been permanently closed as per term 'closure' of the I.D. Act, 1947. The evidence on record indicates that the Workman is unemployed from the date of termination of his services till date. The Workman is therefore entitled for reinstatement in service alongwith 50% of back wages and consequential benefits thereof.

11. The Workman has also prayed for directing the Employer to pay his earned wages of Rs. 3,68,000/- (Rupees Three lakhs sixty eight thousand only) from October, 2019 to August, 2021 along with interest @ 18% per annum from the due date of wages till the date of actual payment. However, the evidence on record indicates that the Office of Commissioner, Labour and Employment, Panaji-Goa, vide its order dated 27-07-2021 has already ordered for payment of wages of the Workman alongwith other workers and as such there is no point in issuing separate directions. The Workman has also prayed for his gratuity for an amount of Rs. 46,154/- (Rupees Forty six thousand one hundred fifty four only) however, this court has no jurisdiction to decide the gratuity. Finally, the workman also prayed for compensation of Rs. 10,00,000/- (Rupees Ten lakhs only) towards the mental agony and harassment etc., which is out of merits of this court.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Durafab Engineering D-3/9, Kundaim Industrial Estate, Kundaim, Goa, in terminating services of Shri Vishnu Sawant, Accountant, with effect from 10-03-2020, is illegal and unjustified.

2. The Employer, M/s. Durafab Engineering D-3/9, Kundaim Industrial Estate, Kundaim, Goa, is hereby directed to reinstate the Workman, Shri. Vishnu Sawant, Accountant with 50% back wages, continuity in service and consequential benefits thereof.

3. No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.



Department of Law & Judiciary
Law (Establishment) Division

Order

No. 1/7/2014-LD (Estt)/1431

Government of Goa is pleased to accept the resignation tendered by Adv. Priyanka Kamat alias

Priyanka R. Shetiya, as Additional Government Advocate before the Hon'ble High Court of Bombay at Goa, Porvorim, Goa with effect from 15-07-2022.

Adv. Priyanka Kamat alias Priyanka R. Shetiya shall return all the briefs pending with her if any, to the Office of Ld. Advocate General, Porvorim, Goa under intimation to this Department.

By order and in the name of the Governor of Goa.

Avelina D'sa e Pereira, Under Secretary (Law-Estt.)/(Link).

Porvorim, 22nd September, 2022.

Department of Mines & Geology Directorate of Mines & Geology

Notification

No. 03/75/2022/Major/Mines/1647

In exercise of the powers conferred by sub-rule (1) of Rule 9-A of the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016, the Government of Goa hereby appoints the Secretary (Mines) to the Government of Goa, as the Nodal Officer for the purposes of Rule 9A of the said Rules.

By order and in the name of the Governor of Goa.

Dr. *Suresh Shanbhogue*, Director & ex officio Joint Secretary (Mines).

Panaji, 26th September, 2022.



Department of Personnel

Order

No. 15/2/2020-PER/3130

On the recommendations of Goa Services Board, the Governor of Goa is pleased to transfer the following officers in the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer, in public interest, with immediate effect:

Sr. No	Name	Present posting	Posted as
1	2	3	4
1.	Shri Rajesh Sakhalkar	Mamlatdar, Sanguem	Jt. Mamlatdar-I, Ponda.
2.	Smt. Janavi Kalekar	Jt. Mamlatdar-IV, Salcete	Jt. Mamlatdar-II, Ponda, with addl. charge Jt. Mamlatdar-III, Ponda.
3.	Shri Pravinjay Pandit	Mamlatdar, Dharbandora with additional charge Jt. Mamlatdar-I, Dharbandora	Mamlatdar, Sanguem.
4.	Smt. Seema S. S. Gudekar	Jt. Mamlatdar-VII, Salcete	Jt. Mamlatdar-I, Sanguem with addl. charge of Jt. Mamlatdar-II, Sanguem.
5.	Shri Laxmikant B. Kuttikar	Mamlatdar, Bicholim	Mamlatdar, Dharbandora with addl. charge of Jt. Mamlatdar-I, Dharbandora.
6.	Shri Rajaram Parab	Jt. Mamlatdar-III, Bardez	Mamlatdar, Bicholim.
7.	Smt. Akshaya Amonkar	Jt. Mamlatdar-I, Pernem with additional charge Jt. Mamlatdar-II, Pernem	Jt. Mamlatdar-I, Bicholim.
8.	Shri Krishna Gauns	Jt. Mamlatdar-I, Bardez with addl. charge Mamlatdar, Bardez	Jt. Mamlatdar-I, Salcete.
9.	Smt. Ana Rita Maria Paes	Jt. Mamlatdar-I, Sanguem with addl. charge Jt. Mamlatdar-II, Sanguem	Jt. Mamlatdar-II, Salcete.

1	2	3	4
10.	Smt. Shama Narvekar alias Shama J. Arondekar	Jt. Mamlatdar-I, Tiswadi with addl. charge Jt. Mamlatdar-V, Tiswadi	Jt. Mamlatdar-III, Salcete.
11.	Smt. Varsha Parab	Jt. Mamlatdar-IV, Bardez	Jt. Mamlatdar-IV, Salcete with addl. charge Jt. Mamlatdar-V, Salcete.
12.	Smt. Deona Elsa Pereira	Jt. Mamlatdar-I, Ponda	Jt. Mamlatdar-VI, Salcete with addl. charge Jt. Mamlatdar-VII, Salcete.
13.	Shri Nathan Leonard Afonso	Jt. Mamlatdar-III, Ponda	Jt. Mamlatdar-I, Quepem with addl. charge of Jt. Mamlatdar-II, Quepem.
14.	Shri Ranjit Salgaonkar	Jt. Mamlatdar-I, Mormugao	Mamlatdar, Mormugao.
15.	Shri Rosario Carvalho	Jt. Mamlatdar-I, Salcete	Jt. Mamlatdar-I, Mormugao.
16.	Shri Rahul Dessai	Awaiting posting	Jt. Mamlatdar-II, Mormugao with addl. charge of Jt. Mamlatdar-III, Mormugao.
17.	Shri Kaushik B. Dessai	Mamlatdar, Sattari	Mamlatdar, Tiswadi.
18.	Shri Shailendra Dessai	Jt. Mamlatdar-V, Bardez	Jt. Mamlatdar-I, Tiswadi.
19.	Smt. Sanjivani J. Satardekar	Jt. Mamlatdar-III, Tiswadi	Jt. Mamlatdar-II, Tiswadi, with addl. charge of Jt. Mamlatdar III, Tiswadi.
20.	Shri Gaurav Gaunkar	Jt. Mamlatdar-VI, Salcete	Jt. Mamlatdar-IV, Tiswadi with addl. charge of Jt. Mamlatdar-V, Tiswadi.
21.	Shri Pravind Gawas	Jt. Mamlatdar-II, Salcete	Jt. Mamlatdar-I, Bardez.
22.	Shri Bhiku Gawas	Jt. Mamlatdar-II, Ponda	Jt. Mamlatdar-II, Bardez.
23.	Shri Dhiren Banavaliker	Jt. Mamlatdar-III, Salcete	Jt. Mamlatdar-III, Bardez with addl. charge of Jt. Mamlatdar-IV, Bardez.
24.	Smt. Priya S. Samant alias Smt. Priya V. Kamat	Jt. Mamlatdar-II, Tiswadi	Jt. Mamlatdar-V, Bardez.
25.	Shri Saiesh Naik	Jt. Mamlatdar-I, Sattari	Jt. Mamlatdar-VI, Bardez.
26.	Shri Anil Rane Sardessai	Jt. Mamlatdar-II, Bardez	Jt. Mamlatdar-I, Pernem, with addl. charge of Jt. Mamlatdar II, Pernem.
27.	Shri Dasharath Gawas	Mamlatdar, Tiswadi	Mamlatdar, Sattari, with addl. charge of Mamlatdar, Bardez.
28.	Smt. Apurva Karpe	Jt. Mamlatdar-I, Bicholim	Jt. Mamlatdar-I, Sattari.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 15th September, 2022.

Order

No. 6/9/2022-PER/3182

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following IAS/Senior Administrative Grade Officer of Goa Civil Service, in public interest, with immediate effect:

Sr. No	Name of the Officer	Present posting	Posted as
1	2	3	4
1.	Shri Michael M. D'Souza, IAS (AGMUT:2015)	Director of Vigilance with additional charge of Director (Training), GIPARD	Director (Training), GIPARD.
2.	Shri Amarsen W. Rane	Secretary, Goa Human Rights Commission	Director of Vigilance with additional charge of Secretary, Goa Human Rights Commission.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 22nd September, 2022.

Order

No. 6/10/2017-PER(Part)/3194

The Governor of Goa is pleased to appoint Shri Vijay M. Paranjape, Senior Administrative Grade Officer of Goa Civil Service as Secretary, Goa Public Service Commission, with immediate effect.

The above appointment is in consultation with Goa Public Service Commission and the Hon'ble Governor of Goa in terms of Clause 20 of the Goa Public Service Commission (Members and Staff) (Conditions of Service) Regulations, 1988.

The post of Secretary, Goa Public Service Commission being ex-cadre post, Shri Paranjape shall be governed by standard terms of deputation, as amended from time to time.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 23rd September, 2022.

Notification

No. 15/7/2003-PER (Part-I)/3180

In accordance with the Recruitment Rules for the cadre of Mamlatdar and in accordance with the Goa Departmental Examination for the Officers in the Cadre of Mamlatdars/Joint Mamlatdars/Assistant Director of Civil Supplies Rules, notified under Notification No. 15/50/87-PER-Part I dated 12-12-1997 and published in the Official Gazette, Series I No. 44 dated 29-1-1998, the schedule for the Departmental Examination shall be as under:

Date of Examination	Morning Session 10.00 a.m. to 1.00 p.m.	Venue
17-10-2022	Paper (I)	Goa Public Service Commission, Panaji-Goa.

The syllabus for the said examination shall be as per the Goa Departmental Examination for the Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies (Second Amendment) Rules, 2019 notified under Notification No. 15/18/2003-PER (Part-I)/3855 dated 17-12-2019 and published in the Official Gazette, Series I No. 40 dated 02-01-2020 and the Goa Departmental Examination for the Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies (Third Amendment),

Rules, 2020 published in the Official Gazette, Series I No. 46 dated 20-02-2020.

The following Officer in the above Cadre shall appear for the Examination in paper mentioned against his name on the above mentioned date, time and venue.

Sr. No.	Name of Officer	Papers
1.	Shri Laximikant R. Dessai	Paper-I

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 21st September, 2022.



Department of Public Health

Order

No. 2/14/2004-II/PHD/1477

Read: Government Order No. 2/14/2004-II/PHD/2382 dated 05-01-2022.

Government is pleased to accept the notice of voluntary retirement dated 31-07-2020 tendered by Dr. Vijayraj Desai, Medical Officer, Department of Blood Bank, Goa Medical College, on completion of 15 years of qualifying service in terms of Rule 48-A of CCS (Pension) Rules, 1972 and as per the provisions of O.M. No. 12/1/89/Fin (R&C) dated 29-11-1989 and is permitted to retire from service voluntarily w.e.f. 31-10-2020 (a.n.).

Dr. Vijayraj Desai, Medical Officer, Department of Blood Bank, Goa Medical College, shall stand relieved from the Government service w.e.f. 31-10-2020 (a.n.).

This issues in supersession of the Order No. 2/14/2004-II/PHD/2382 dated 05-01-2022.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 19th September, 2022.

Order

No. 11/4/2017-IV/PHD/1479

Read: Memorandum No. 11/4/2017-IV/PHD/1318 dated 25-08-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/1/5/14(3)/2017/702 dated 26-07-2022, Government

is pleased to appoint Dr. Dinesh Francis Swamy to the post of Lecturer in the Department of Pedodontics and Preventive Dentistry (Group "A" Gazetted) in Level-10 of Pay Matrix under Goa Dental College & Hospital with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Dinesh Francis Swamy shall be on probation for a period of one year.

Dr. Dinesh Francis Swamy has been declared medically fit by the Medical Board and the appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, his services shall be terminated.

The above appointment is made against the vacancy occurred due to cancellation of appointment Order of Dr. Neil John De Souza vide Order No. 11/4/2017-IV/PHD/2305 dated 21-12-2021.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 19th September, 2022.



Department of Revenue

Order

No. 1/3/2022/RD-I/1061

Read: 1. Note bearing No. 35/Secy(Revenue)/Cases/2021/46 dated 09-03-2021.

2. Order No. 11/11/2020-RD(Part I)/2327 dated 27-08-2021.

Whereas, it is observed that there is large scale pendency of revenue cases under various Acts, especially, The Goa, Daman & Diu Mundkar (Protection from Eviction) Act, 1975 and Goa, Daman & Diu Agricultural Tenancy Act, 1964. The issue of pendency and poor disposal of revenue court cases was raised by different Hon'ble Members of Goa Legislative Assembly in recently conducted Assembly Session, 2022 during the discussion on Demands for Grants for year 2022-23.

And whereas, the Hon'ble Minister for Revenue has taken a serious note of pendency of mundkar and tenancy matters and also has assured the Legislative Assembly of Goa that all steps will be taken to ensure speedy disposal of Revenue Court cases by sensitizing the Revenue Officers to give utmost priority in disposal of cases in a time bound manner, and establishing a robust monitoring

mechanism at the level of both Collectors and at the level of Government. The Hon'ble Minister for Revenue has also assured the Legislative Assembly and the general public of the State that maximum efforts would be taken for disposal of Mundkar cases within a period of one year.

And whereas, various instructions were issued to all the Revenue Officers from time to time for timely and systematic disposal of various revenue court cases, more specially the two orders read above.

And whereas, Rule 10(14) of the Goa Agricultural Tenancy Rules, 1965 mandates that "the Mamlatdar shall dispose of the application within period of one year from the date of service of notice to the other party". Similarly, Rule 10(7) provides that, "the dates should not be issued later than 15 days". Similarly, Rule 14 of the Mundkar provides that, "the Mamlatdar may for any other sufficient reason to be recorded in writing adjourn the trial of the case for such time, as he thinks fit, but not ordinarily exceeding 10 days".

And whereas, Section 36(1) of the Goa, Daman & Diu Mundkars (Protection from Eviction) Act, 1975 gives power to the Government to give directions which reads as "The Government shall have power to issue directions or orders to the Mamlatdars or the Collector to give effect to the provision of this Act and the rules made thereunder". Similarly, Section 59 of the Goa, Daman & Diu Agricultural Tenancy Act, 1964 provides that, "the Government have powers to issue directions or orders to Mamlatdars, Tribunal and Collectors, to give effect to the provision of this Act and the rules made thereunder".

Now therefore, in pursuance to above referred provisions, the Government is hereby pleased to issue following directives for being implemented and followed by the Revenue officials while dealing with revenue court matter:—

- i. Every efforts shall be made to dispose the pending mundakar and tenancy cases within a period of one year.
- ii. Not more than three adjournment in any particular case shall be granted till its final disposal and the next date of hearing fixed should not ordinarily be exceeding 10 days.
- iii. Both Collector shall designate special Mamlatdar who shall exclusively deal with mundkar and tenancy court matters and who shall ensure that hearing of revenue courts should mandatorily happen once date is fixed.
- iv. The Revenue Officers shall ensure that in case due to prefixed engagement if hearing on any particular dates will require to be adjourned

then prior intimation to both the parties and/or their advocate on record shall be invariably given by way of SMS on their registered mobile number to avoid inconvenience and harassment to public.

- v. Both the Collectors shall allot mundkar and tenancy cases to Mamlatdar-in-Collectorate also to ensure fast disposal of cases.
- vi. The special designated Mamlatdars shall also hold revenue courts on Saturday to ensure timely disposal of the cases.
- vii. The mundkar and tenancy cases which are pending for more than 3 years shall be taken up for hearing on day to day basis and shall be disposed off as early as possible.
- viii. The Supervisory Officers shall write the APARs of the Subordinate Officers based on their performance in disposal of revenue cases allotted to them.
- ix. Both the Collector shall ensure that final judgment and orders are delivered by revenue court within a period of 30 days from the date of hearing of the final arguments/filling of written arguments.
- x. The Additional Collectors of North and South Goa as per talukas allotted to them vide order read in preamble at Sr. No. 2 above shall on daily basis monitor the disposal of cases and shall submit weekly report to the Secretary (Revenue) in Annexure 'A' and 'B' enclosed herewith.
- xi. Both Collectors shall regularly review the performance and disposal of cases of all revenue officers subordinate to them and on monthly basis submit their report to Government on performance of every revenue officer under their jurisdiction in Annexure 'C' and 'D'.
- xii. Both Collectors shall ensure that Court Monitoring cases App is duly implemented and updated for information of the litigants, advocates and general public.
- xiii. All the Mamlatdars shall ensure that the mundkar purchase cases and tenancy purchase cases are finally disposed off within a period of six months from the date of their filling and in no case the purchase cases be kept pending for more than six months.
- xiv. Both Collectors shall analyse the pendency of cases in each taluka and properly assign the cases to revenue officers. The Collector shall designate the Mamlatdar having less pendency in other taluka for speedy disposal of cases by issuing appropriate orders for

empowering the officers to execute the work. The Collector shall regularly assess the workload on the revenue officers.

By order and in the name of the Governor of Goa.

Sandeep Gawde, Under Secretary (Revenue-I).

Porvorim, 14th September, 2022.

ANNEXURE 'A'

Monthly disposal status of cases for period ____ to ____ by Shri _____

Mamlatdar/Jt. Mamlatdar _____

Sr. No.	Type of case	Opening balance (No. of cases)	Cases received during the week	Cases disposed during the week	Pending cases at the end of the week	Less than 3 months	3 to 6 months	6 months to 1 year	1 to 2 years	2 to 3 years	More than 3 years

Observations/Remarks of Additional Collector on performance of Mamlatdar/Jt. Mamlatdar.

ANNEXURE 'B'

Status of weekly disposal of cases for period of ____ to ____ for ____ taluka.

Sr. No.	Name & Section of the Act	Opening balance	Cases received during the week	Cases disposed during the week	Cases pending	Remarks

Observations/Report/Remarks of Additional Collector.

ANNEXURE 'C'

Monthly report on disposal of cases for month ____ by Shri _____

Mamlatdar/Jt. Mamlatdar _____.

Sr. No.	Name & Section of the Act	Opening balance	Cases received during the month	Cases disposed during the month	Cases pending	Remarks

Observations/Report/Remarks of Collector on performance of the officer.

ANNEXURE 'D'

Monthly report on disposal of cases for month ____ for ____ taluka.

Sr. No.	Name & Section of the Act	Opening balance	Cases received during the month	Cases disposed during the month	Cases pending	Remarks

Observations/Report/Remarks of Collector on performance of the taluka.

Order

No. 22/7/2021-RD-I/1098

Read: Notification No. 22-7-2022-RD-I dated 09-05-2022.

In exercise of the powers conferred by sub-section (1) of Section 7 of the Right of Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act 30 of 2013) read with sub-rule (1) of Rule 3 of Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2014 (hereinafter referred to the "said Rules"), the Government of Goa hereby constituted the Expert Committee for accessing the Social Impact Assessment report submitted by the SIA team constituted via Notification read at preamble:

1. Dr. Rahul Tripathi, Prof. of Political Science, Goa University.
2. Dr. Ganesha Somayaji, Prof. of Sociology, Goa University.
3. Sarpanch, Village Panchayat, Uguem, Pernem.
4. Panch Member, Village Panchayat, Uguem, Pernem.
5. Member Secretary, Goa Rehabilitation Board.
6. Dy. Collector, Pernem-Goa.

7. Lt. Cdr. Abhishek Varshney, Indian Navy.

By order and in the name of the Governor of Goa.

Sandeep S. Gawde, Under Secretary (Revenue-I).

Porvorim, 20th September, 2022.



Department of Town and Country
Planning

Office of the Chief Town Planner (Adm.)

Order

No. 1/6/TCP/RRs/Part/2022/23/1529

Read: Order No. 1/6/TCP/RRs/Part/2017-18/842 dated 31-05-2022.

In supersession to the earlier order, as referred above, Ms. Vertika Dagur, Senior Town Planner (HOO), shall look after the charge of Chief Town Planner (Land Use), in addition to her own duties, with immediate effect.

By order and in the name of the Governor of Goa.

James Mathew, Chief Town Planner (Admin.)/
/HOD ex officio Jt. Secretary.

Panaji, 26th September, 2022.

Department of Urban Development
Municipal Administration

Order

No. 1/03/DMA/ADMN/RTI/2796

Read: Order 1/03/DMA/ADMN/RTI/255 dated 30-04-2015.

In partial modification to the above referred order, the following officials of the Sankhali Municipal Council in the State of Goa are appointed under the Right to Information Act, 2005 to act as Official under sub-section (2) of Section 5 of the Right to Information Act, 2005.

Sr. No.	Name of the Official	Designation	Office Telephone Number
1.	Municipal Engineer Grade-II	Public Information Officer	0832-2364222.
2.	Accountant	Assistant Public Information Officer	0832-2364222.

Gurudas P. Pilarnekar, Director (Urban Development).

Panaji, 16th September, 2022.

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 42.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—219/120—9/2022.